

**FIRST AMENDMENT TO  
CEMETERY MANAGEMENT SOFTWARE SYSTEM AGREEMENT**

THIS FIRST AMENDMENT TO CEMETERY MANAGEMENT SOFTWARE SYSTEM AGREEMENT ("First Amendment"), with an effective date of June 12, 2023, is entered into between the **City of Fort Lauderdale** ("CITY"), a Florida municipal corporation with its principal address at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, and **Site Industries, LLC a/k/a CemSites** ("CEMSITES" or "Contractor"), a Pennsylvania limited liability company authorized to transact business in the State of Florida, with its principal address at 14 Memorial Drive, Perryopolis, Pennsylvania 15473 (collectively, "Parties").:

**WHEREAS**, the City Commission of the City of Fort Lauderdale approved a cemetery management software system agreement with CEMSITES dated October 26, 2020, with a five (5) year term and an option to extend the contract for two (2) additional two (2) year terms, in accordance with the terms, conditions, and specifications contained in a Request for Proposals No. 12344-805-C19 ("RFP") and CEMSITES's response to the RFP dated May 13, 2020 (collectively, "Agreement"); and

**WHEREAS**, in 2021, the final implementation of the Cemetery Management Software System was halted when the Parties disagreed on CEMSITES's obligations and responsibilities to successfully convert the City's existing cemetery records and implement the Cemetery Management Software System; and

**WHEREAS**, on February 20, 2023, the City and CEMSITES mutually agreed to re-negotiate certain disputed terms and conditions of the Agreement, reached a compromise on nine (9) salient terms and conditions, and agreed to memorialize the same in a document titled "Competitive or Non-Competitive Negotiations Term Sheet" ("Term Sheet"); and

**WHEREAS**, the City and CEMSITES wish to enter into a First Amendment to the Agreement to incorporate the nine (9) negotiated and agreed upon terms and conditions outlined in the Term Sheet, attached hereto and identified as "**Exhibit A;**" and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

- I. RECITALS:** The foregoing recitals are true and correct in all respects and are incorporated herein by reference.
- II. DEFINITIONS:** For purposes of this First Amendment capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.
- III. AMENDMENTS:** Section II. of the Agreement titled "SCOPE" is amended as follows:

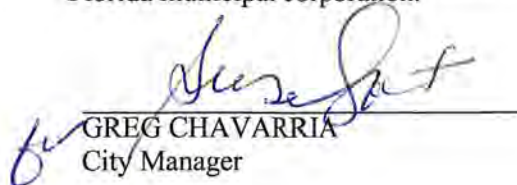
A. The Scope of Services shall incorporate the nine (9) terms and conditions mutually agreed to by the City and CEMSITES on February 20, 2023, and as memorialized by the Parties in a document titled "Competitive or Non-Competitive Negotiations Term Sheet," which said terms and conditions are fully incorporated herein by this reference and attached hereto as **Exhibit A**, titled "Term Sheet."

B. Any adjustment, modification, or amendment to each Party's performance and delivery of goods and services mutually agreed to by the Parties and outlined in the Term Sheet, shall be binding on all Parties and enforceable pursuant to the terms and conditions of the Agreement.

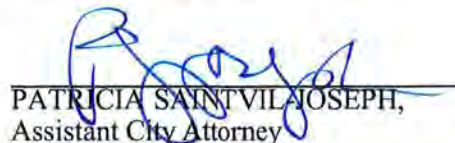
**IV. NO OTHER CHANGES:** Except as modified by this First Amendment, all terms, covenants, obligations and provisions of the Agreement shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the parties in every respect. If the terms and conditions set forth in this First Amendment directly conflict with any provision contained in the Agreement, then this First Amendment shall control.

**IN WITNESS OF THE FOREGOING,** we, the undersigned, duly authorized representatives have executed and delivered this First Amendment without reservation and have read the terms contained herein to be effective as of the First Amendment's Effective Date.

**CITY OF FORT LAUDERDALE**, a  
Florida municipal corporation.

  
GREG CHAVARRIA  
City Manager

Approved as to form:  
D'WAYNE M. SPENCE  
Interim City Attorney

  
PATRICIA SAINTVIL JOSEPH,  
Assistant City Attorney







CITY OF FORT LAUDERDALE

## EXHIBIT A

### COMPETITIVE OR NON-COMPETATIVE NEGOTIATIONS TERM SHEET

**Solicitation Type:** RFP

**Solicitation Number:** 12344-805-C19

**Solicitation Title:** Cemetery Management Software System

**Name of Firm:** Site Industries, LLC, d/b/a CemSites

**Date:** 2/20/2023

A term sheet is a summary of the negotiations containing the agreed upon key terms of an agreement. It serves as a template, references key points, and essentially lays the foundation for ensuring the pertinent aspects of the business transaction to avoid any misunderstanding and make it clear of the intent of both parties.

#	Key Term Description	Explanation/Agreed Upon Term
1	CEMSITES has agreed to provide access to City staff of the CEMSITES software system for 60 days at no charge to the City.	The 60 days start on the signed agreement date. The 60-day period is a grace period. After 60 days all outstanding invoices are due.
2	CEMSITES shall provide 3 days of on-site training at no charge to the City.	Onsite training will be scheduled and take place after online training has been completed and champions are using the system within the 60 days.
3	CEMSITES shall provide 10 hours of on-line training at no charge to the City.	Agreed. Training will be scheduled in 5 two-hour sessions.
4	CEMSITES shall provide a video documenting the process on how to manage splitting and merging customers in the system at no charge to the City.	Agreed. A video will be provided on how to split and merge contact and customer records.
5	The City shall provide champions ("subject matter experts") with functional and technical expertise to assist with completing the successful implementation of the system.	Agreed. Below is the list of the champions and what roles they will have in seeing that this implementation turns into the adoption of CemSites system. Champions: <ul style="list-style-type: none"><li>➤ <b>Stacy Spates</b>, Program Manager: Quality assurance of data cleaning, data mapping, and data conversion</li><li>➤ <b>Kenya Baker</b>, Sr. Financial Administrator: Data cleaning, data mapping, and data conversion</li><li>➤ <b>Roylene Gumbs</b>, Administrative Supervisor: Data cleaning, data mapping, and data conversion</li></ul>





CITY OF FORT LAUDERDALE

## COMPETITIVE OR NON-COMPETATIVE NEGOTIATIONS TERM SHEET

		<ul style="list-style-type: none"><li>➤ <b>Aarmondas Walker</b>, Sr. Technology Strategist: Project Manager and will help coordinate things from the IT side.</li><li>➤ <b>Danny Delgado</b>, Database Administrator: Will provide CemSites team access to the data and also help the CemSites team and Stacey's team aid the CemSites team where necessary (if possible) with identifying any data that may pose an issue with migration.</li></ul>
6	Both CEMSITES and the City will incorporate into the Agreement a schedule addressing data mapping, data conversion, and testing at no charge to the City.	We will do everything we can to help you cleanse your data and partner with you to help you overcome your obstacles and we are fully committed to getting your team adopting the program. We realize that this is a long-term initiative to get your data in order. With that said, as a show of good faith we are offering a weekly two-hour meeting at no charge for one year from the date this contract is signed to assist in uncovering issues and recommending workflows that will help expedite your data reconciliation process.
7	CEMSITES shall assist City staff by providing training and direction on how to enter data currently residing on a spreadsheet for the period of October 1, 2018 – to current (approximately 4,000 records) at no charge to the City.	This will be included as part of City's additional training of 10 hours that CemSites has already agreed to. Spreadsheet data is both unique and inconsistent. The city will pull together 10 example cases to be trained on. It is the City of Fort Lauderdale's responsibility to enter the records.
8	CEMSITES shall provide training to City staff on how to enter and separate accounts for multiple spaces at no charge to the City.	Both CemSites and City agree to the statement CEMSITES shall provide training to City staff on how to enter and separate accounts for multiple spaces at no charge to the City.



CITY OF FORT LAUDERDALE

## COMPETITIVE OR NON-COMPETATIVE NEGOTIATIONS TERM SHEET

9	The City shall pay CEMSITES the current annual license software fee budgeted in FY23 after the above-mentioned deliverables are met.	<p>A. After 60 days the annual licensing for 2023 plus the outstanding balance from 2022 will be due.</p> <p>1. CemSites will fulfill everything agreed upon on our end within 60 days, less the one-year commitment of helping your team with the long term data reconciliation initiative.</p> <p>B. The City of Fort Lauderdale agrees to the terms of our contract and license agreement.</p> <p>1. CemSites is committed to:</p> <ul style="list-style-type: none"><li>a. Fixing any bugs.</li><li>b. Onsite training - Stated above, once all of the online training is completed.</li><li>c. Online training - Stated above.</li></ul> <p>2. The City of Fort Lauderdale is committed to:</p> <ul style="list-style-type: none"><li>a. Open adoption of training sessions.</li><li>b. Fixing, adding, and cleansing their data.</li><li>c. Make available time for all training sessions within the 60-day period.</li><li>d. Paying overdue and current balances to CemSites.</li></ul>
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The person below is authorized to bind the parties to the agreed upon key points and terms cited above to incorporate into an agreement.

City of Fort Lauderdale	Site Industries, LLC, d/b/a CemSites
<hr/>	
Signature	Signature
<hr/>	Michael McFann
Print Name	Print Name
<hr/>	Vice President of Operations
Position/Title	Position/Title
Date:	Date: 2/20/23



AGREEMENT FOR  
CEMETERY MANAGEMENT SOFTWARE SYSTEM

**THIS AGREEMENT**, made this 26th day of October 2020, is by and between the City of Fort Lauderdale, a Florida municipality, (“City”), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and **Site Industries LLC, a Pennsylvania limited liability company, d/b/a CemSites**, authorized to do business in the state of Florida (“Contractor” or “Company”), whose address and phone number are **119 N. High Street, Fayette, Pennsylvania, 15438. Phone: 724-919-4080, Email: [mark@cemsites.com](mailto:mark@cemsites.com)**.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

**WITNESSETH:**

**I. DOCUMENTS**

The following documents (collectively “Contract Documents”) are hereby incorporated into and made part of this Agreement:

- (1) **Request for Proposals (RFP) No. 12344-805-C19, Cemetery Management Software Services**, including any and all addenda, prepared by the City of Fort Lauderdale, (“RFP” or Exhibit A”).
- (2) The Contractor’s response to the RFP, dated **May 13, 2020**, (“Exhibit B”).
- (3) Contract Pricing all three terms, (“Exhibit C”).

All Contract Documents may also be collectively referred to as the “Documents.” In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated October 26, 2020, and any attachments.
- B. Second, Exhibit A
- C. Third, Exhibit B
- D. Fourth, Exhibit C

**II. SCOPE**

The Contractor shall perform the work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor’s obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

### **III. TERM OF AGREEMENT**

The initial contract period shall commence on **October 6, 2020 and shall end on October 5, 2025. The City reserves the right to extend the contract for two additional two-year terms**, providing all terms conditions and specifications remain the same, both Parties agree to the extension, and such extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

### **IV. COMPENSATION**

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit C. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

### **V. METHOD OF BILLING AND PAYMENT**

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

### **VI. GENERAL CONDITIONS**

#### **A. Indemnification**



Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

#### **B. Intellectual Property**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. 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.

#### **C. Termination for Cause**

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

#### **D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient

consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

#### **E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. 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 provided by law.

#### **F. Insurance**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

##### **Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.



**Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City 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.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

**Cyber Liability**

Coverage must be afforded in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

**Professional Liability and/or Errors and Omissions**

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

**Insurance Certificate Requirements**

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form,

- the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
  - g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
  - h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

**G. Environmental, Health and Safety**



Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

#### **H. Standard of Care**

Contractor represents that he/she/it is qualified to perform the work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

#### **I. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

#### **J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such

books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

**K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

**L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**M. Inspection and Non-Waiver**

Contractor shall permit the representatives of CITY to inspect and observe the Work all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. 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 City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

#### **O. Conflicts**

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

#### **P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

**Q. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**R. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**T. Limitation of Liability**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

**U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.



## **V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

## **W. Prior Agreements**

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

## **X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

## **Y. Representation of Authority**

Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

## **Z. Uncontrollable Circumstances ("Force Majeure")**

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

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

**AA. 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 (2019), 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 (2019), 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 (2019), 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 (2019), 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 (2019), as may be amended or revised.

**BB. 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 EMAIL: [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, ADDRESS: CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City 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 (2019), 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 the 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 the 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 the 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.

**CC. Non-Discrimination**

The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

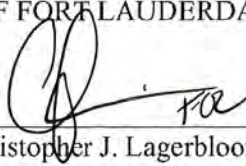
1. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187).
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

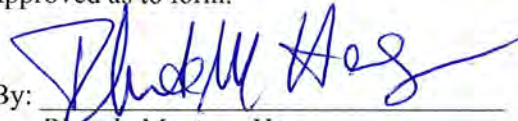
ATTEST:

  
Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE

By:   
Christopher J. Lagerbloom, ICMA-CM  
City Manager

Approved as to form:

By:   
Rhonda Montoya Hasan  
Assistant City Attorney

WITNESSES:

  
Signature  
John Van Diver  
Print Name  
  
Signature  
Chris Van Diver  
Print Name

SITE INDUSTRIES LLC

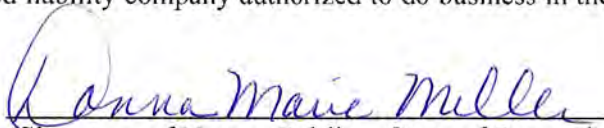
By:   
Scott McAfee, Chief Executive Officer

(CORPORATE SEAL)

STATE OF Pennsylvania :  
COUNTY OF Fayette :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of October, 2020, by Scott McAfee, Chief Executive Officer, for Site Industries LLC a limited liability company authorized to do business in the state of Florida.

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Donna Marie Miller, Notary Public  
Perry Twp., Fayette County  
My Commission Expires March 22, 2021  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

  
(Signature of Notary Public – State of Pennsylvania)  
Donna Marie Miller  
Print, Type or Stamp Commissioned Name of  
Notary Public)

Personally Known      OR Produced Identification X  
Type of Identification Produced PA Drivers License



**EXHIBIT A**

**Solicitation 12344-805-C19**

**Cemetery Management Software**

**Bid Designation: Public**



**City of Fort Lauderdale**

## Bid 12344-805-C19

### Cemetery Management Software

Bid Number **12344-805-C19**  
 Bid Title **Cemetery Management Software**

Bid Start Date **Apr 30, 2020 1:12:25 PM EDT**  
 Bid End Date **May 14, 2020 2:00:00 PM EDT**  
 Question & Answer End Date **May 7, 2020 2:00:00 PM EDT**

Bid Contact **Laurie D Platkin, CPPB**  
**Senior Procurement Specialist**  
**Finance - Procurement Division**  
**lplatkin@fortlauderdale.gov**

Contract Duration **5 years**  
 Contract Renewal **See Specifications**  
 Prices Good for **120 days**

Bid Comments ***This bid replaces Bid 12344-805 - Cemetery Management Software.***

**The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firms to provide Cemetery Management Software, and to convert existing records for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).**

***Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations let by the City of Fort Lauderdale will be opened electronically via BIDSYNC.COM at the date and time indicated on the solicitation. This notice supersedes any indication on any current unopened solicitation that may give a specific location for the solicitation opening. All openings will be held on the BIDSYNC.COM platform. Once the Procurement Specialist opens the solicitation, the bid tabulations may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access. The opening may also be viewed in real time through a "WebEx meeting" or similar type platform.***

***Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the question and Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.***

#### **Bid Opening WebEx Meeting Information**

##### **Join Meeting**

<https://cof.my.webex.com/cof.my/j.php?MTID=md9015ab2affa939fd4ba44601dd6ad8c>

Meeting number (access code): 291 584 775

Meeting password: 12344-805-C19

##### **Join by phone**

Tap to call in from a mobile device (attendees only)

+1-510-338-9438 USA Toll

+1-617-315-0704 USA Toll (Boston)

Global call-in numbers

**Join from a video system or application**

Dial 621475026@cof.my.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

**Join using Microsoft Lync or Microsoft Skype for Business**

Dial 621475026.cof.my@lync.webex.com

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

### Item Response Form

Item **12344-805-C19--01-01 - Refer to Cost Proposal Page in Bid Packet**

Quantity **1 n/a**

Prices are not requested for this item.

Delivery Location **City of Fort Lauderdale**  
[See RFP Specifications](#)  
See RFP Specifications  
Fort Lauderdale FL 33301  
**Qty 1**

**Description**

.

City of Fort Lauderdale  
Cemetery Management Software  
RFP # 12344-805-C19

## SECTION I – INTRODUCTION AND INFORMATION

### 1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firms to provide Cemetery Management Software, and to convert existing records for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

### 1.2 BidSync

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP 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.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through BidSync at [www.bidsync.com](http://www.bidsync.com) no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA [WWW.BIDSYNC.COM](http://WWW.BIDSYNC.COM).

### 1.3 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations let by the City of Fort Lauderdale will be opened electronically via [BIDSYNC.COM](http://BIDSYNC.COM) at the date and time indicated on the solicitation. This notice supersedes any indication on any current unopened solicitation that may give a specific location for the solicitation opening. All openings will be held on the BIDSYNC.COM platform. Once the Procurement Specialist opens the solicitation, the bid tabulations may be viewed immediately on a computer, laptop, cell phone, or any other device with Wi-Fi access. The opening may also be viewed in real time through a “WebEx meeting” or similar type platform as indicated in the Bid Comments section of this solicitation.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the question and Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

### 1.4 Point of Contact

For information concerning procedures for responding to this solicitation, contact Senior Procurement Specialist, Laurie Platkin, CPPB by email [lplatkin@fortlauderdale.gov](mailto:lplatkin@fortlauderdale.gov) or by phone at (954) 828-5138. 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 RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be



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

#### **1.5 Pre-proposal Conference and Site Visit**

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

It will be the sole responsibility of the Contractor 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. 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.

*END OF SECTION*

## SECTION II - SPECIAL TERMS AND CONDITIONS

### 2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 08/18) are included and made a part of this RFP.

### 2.2 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 RFP. Under no circumstances shall an oral explanation 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.

### 2.3 Changes and Alterations

Proposer 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.

### 2.4 Proposer's Costs

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

### 2.5 Pricing/Delivery

All pricing should be identified on the Cost Proposal page provided in this RFP. 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 RFP may deem your proposal non-responsive.

Contractor shall quote a firm, fixed price for all services stated in the RFP. 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.

### 2.6 Price Validity

Prices provided in this Request for Proposals (RFP) shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

### 2.7 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.

## **2.8 Related Expenses/Travel Expenses**

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

## **2.9 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.

## **2.10 Mistakes**

The consultant shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant 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 consultant from liability and obligations under the Contract.

## **2.11 Acceptance of Proposals / Minor Irregularities**

**2.11.1** The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

**2.11.2** The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

## **2.12 Modification of Services**

**2.12.1** While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

**2.12.2** The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the

City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

**2.12.3** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

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

**2.13 No Exclusive Contract**

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

**2.14 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:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

**2.15 Responsiveness**

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

**2.16 Responsibility**

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

**2.17 Minimum Qualifications**

Proposers shall be in Cemetery Management Software development business 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 key staff 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.



- 2.17.1** Proposer or principals shall have relevant experience in cemetery management software integration and implementation. Project manager assigned to the work must have experience in Implementing cemetery software, consolidating and converting data, and have served as project manager on similar projects.
- 2.17.2** 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.
- 2.17.3** 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.
- 2.17.4** 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.

## **2.18 Lobbying Activities**

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 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 <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

## **2.19 Local Business Preference**

- 2.19.1** Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:
- 2.19.2** Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:
- a.** Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
  - b.** List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.
- 2.19.3** Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

**2.19.4** The complete local business preference ordinance may be found on the City's web site at the following link:

[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPRPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR)

#### **2.19.5 Definitions**

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

#### **2.20 Protest Procedure**

**2.20.1** Any 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 follow the protest procedure as found in the city's procurement ordinance 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/departments/finance/procurement-services/notices-of-intent-to-award>.

**2.20.2** The complete protest ordinance may be found on the city's web site at the following link: [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-182DIREPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR)

#### **2.21 Public Entity Crimes**

Proposer, by submitting a proposal, certifies that neither the proposer nor any of the Proposer's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**2.22 Subcontractors**

**2.22.1** 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.

**2.22.2** 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.

**2.22.3** Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

**2.23 Proposal Security - N/A****2.24 Payment and Performance Bond - N/A****2.25 Insurance Requirements**

**2.25.1** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

**2.25.2** The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

**2.25.3** The following insurance policies and coverages are required:

**Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

**Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City 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.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

**Cyber Liability**

Coverage must be afforded in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

**Professional Liability and/or Errors and Omissions**

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

**2.25.4 Insurance Certificate Requirements**

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on the general liability policy.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

**The Certificate Holder should read as follows:**

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

- 2.25.5** The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.25.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.25.7** The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.
- 2.25.8** Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.



**2.25.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

**2.25.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

**2.25.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

**2.26 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.

**2.27 Unauthorized Work**

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

**2.28 Damage to Public or Private Property**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

**2.29 Safety**

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

**2.30 Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of

transportation, equipment, or service from a public utility needed for their performance, provided that:

- 2.30.1** The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- 2.30.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- 2.30.3** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- 2.30.4** The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

## **2.31 Canadian Companies**

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

## **2.32 News Releases/Publicity**

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

## **2.33 Manufacturer/Brand/Model Specific Request – N/A**

## **2.34 Contract Period**

The initial contract term shall commence upon final execution of the contract by the City and shall expire five (5) years from that date. The City reserves the right to extend the contract for additional two (2) two-year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 180 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.

## **2.35 Cost Adjustments**

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

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

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

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

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

### **2.36 Service Test Period**

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

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

### **2.37 Contract Coordinator**

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

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

### **2.38 Contractor Performance Reviews and Ratings**

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

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.

Non-compliance      Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

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

**2.39 Substitution of Personnel**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

**2.40 Ownership of Work**

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

**2.41 Condition of Trade-In Equipment - N/A**

**2.42 Conditions of Trade-In Shipment and Purchase Payment - N/A**

**2.43 Verification of Employment Status - N/A**

**2.44 Service Organization Controls - N/A**

**2.45 Warranties of Usage**

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

**2.46 PCI (Payment Card Industry) Compliance**

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

*END OF SECTION*

## **SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**

### **3.1 BACKGROUND INFORMATION**

**3.1.1** The purpose of this RFP is to solicit proposals from software suppliers, systems integrators, implementation partners and/or value-added resellers (VARs) who can demonstrate that they possess the organizational, functional and technical capabilities to provide a cemetery management solution that meets the City's needs.

**3.1.2** The City will consider proposals from single suppliers.

**3.1.3** The successful supplier shall be responsible for the final City approved design, installation, migration/conversion of existing data, implementation and commissioning of the software system including development of user acceptance testing, system integration and connectivity to existing resources.

### **3.2 CURRENT TECHNICAL ENVIRONMENT**

**3.2.1** The Municipal Cemetery System uses a system consisting of typewriters, carbon-copy paper, and RecTrac and Wells Fargo (online payments) with limited functionality and support. Hard paper is used to track lot and space assignments, customers, and interment information. The current interment and lot sale processes typically involve multiple staff members. The City does not have the ability to track and manage inventory, requiring all inventory to be manually updated using spreadsheets. Accounts receivables must be tracked on a spreadsheet. All statistics and reports must be generated manually by extracting information from a series of Excel reports. The data spread across these manual processes needs to be converted into the software solution to be proposed.

**3.2.2** In addition, the Cemetery used to have a partnership with Carriage Funeral Services (CFS), which provided for the use of a software solution that is no longer available to the City. The City will provide the database of this legacy software solution, which needs to be migrated/converted into the software solution to be proposed. It is important to note that the City will not be able to provide a data dictionary for the legacy database.

**3.2.3** The City has established technology standards and prefers to adhere to them as part of the implementation of the cemetery management solution. Proposer's response to this RFP should reference the information below and clearly identify the following:

**3.2.3.1** An area of known or potential conflict between the proposer's proposed solution and the City's defined environments.

**3.2.3.2** Recommendations of how best to implement and operate the proposed solution within the City's defined environments

#### **A. Network Infrastructure Configuration**

1. The City's network consists of approximately 80 buildings/sites. The City primarily uses Fiber Optic cable at 1GB.
2. A maintenance program is in place to support all key components of the network. Core Systems have a four (4) hour response.



**B. Local Area Network**

The City's network uses Cisco Systems and has the capability of extended VLAN across data centers. The core network includes Nexus 7706 routers.

**C. Server & Operating System**

1. Active Directory is used for Directory Services.
2. The Standard Server Operating System in place at the City is Windows 2016.
3. The City has virtualized the environment using VMware VSphere 5.5.

**D. Web Server Software and Email System**

1. IIS 8 and later Net 4.0 or higher
2. Microsoft Exchange Server 2013

**E. Database**

Microsoft SQL Server 2016 and higher, as well as Oracle 12c or higher running on Windows or Linux.

**F. GIS**

The City has an enterprise Geographic Information System (GIS) built on Esri's ArcGIS Enterprise. It comprises both ArcGIS Server, and Portal for ArcGIS. The City's desktop GIS environment includes ArcMap and ArcPro. Integration with external software that uses GIS data is done through use of ArcGIS web services such as ArcGIS Server Map Services and Portal Feature Layers. If all things are equal, tie-breaker preferences are given to those external software that are able to consume and manipulate ArcGIS web services.

1. Esri ArcGIS Server 10.6.1
2. Esri Portal for ArcGIS 10.6.1
3. Esri Enterprise geodatabases running on Microsoft Azure SQL Databases
4. Esri Enterprise Geodatabase,
5. ArcMap 10.6.1
6. ArcPro 2.4
7. Esri file geodatabases are the preferred format for file-based GIS data sharing
8. Esri Shapefiles are used for file-based GIS data sharing only when the receiving party cannot accommodate Esri file geodatabases

**G. Storage & Backup Environment**

1. Backups are performed disk-to-disk and disk to tape. Full backups are performed on systems on a weekly and monthly basis.
2. VERITAS NetBackup is used for backups and the City currently backs up to disk.

**H. Workstations**

1. The majority of the systems are manufactured by Dell.
2. The current standard workstation configuration in use is:
  - a. Intel Core i3/i5/i7;
  - b. GB RAM Minimum;
  - c. 250GB SSD Hard Drive or 550GB Hybrid or 1TB;
  - d. Windows 10 Operating System (primarily 64-bit);
  - e. DVD-RW Drive;
  - f. 10/100/1000 Base-T/TX PCI Network Interface Card;
3. Desktops and laptops are refreshed every 4-5 years.

4. The standard workstation operating system is Windows 7/10.
5. The City uses PDQ Deploy for workstation management.
6. The City currently uses Windows SUS system for workstation patch management.
7. On the workstations, Sophos 5.3 is used for antivirus protection.
8. Web Browsers - Microsoft Internet Explorer 11 and Chrome

#### **I. Mobile Devices**

iPad and Android

#### **J. Business Applications**

1. MS Office Suite
2. Laserfiche
3. Cayenta Utility Billing & Work Management
4. QSend Citizen Request Management and QAlert Mobile System
5. Cognos 7.4, 8.3 and 8.4
6. Crystal Reports 11 and 2011
7. Business Objects XI 3.1
8. ERP System (Infor/Lawson Financials) – to be implemented.

### **3.3 SCOPE OF WORK**

**3.3.1** The City is seeking an integrated “off the shelf” packaged solution that will meet its core requirements out of the box with minimal modifications. The City expects the supplier to perform the related professional services (e.g. best practices guidance, training, project management, implementation, integration, and report development) in a timely and professional manner with software experts experienced with successfully implementing the proposed solution at comparable municipalities.

**3.3.2** The goal of this strategy is to optimize system utilization for all users, improve response times, reduce errors, reduce manual efforts, improve analytical capabilities, and improve customer service. The City intends to minimize its total cost of ownership without any degradation in performance and level of service, and to implement a system in which it can remain on the system's upgrade path with minimal cost and business impact.

**3.3.3** The property included in this contract is the Municipal Cemetery System, legally described in Chapter 10, Article II, Division I, Sec. 10-26 of the City of Fort Lauderdale Code of Ordinances, and consisting of the following cemeteries:

#### **3.3.3.1 Lauderdale Memorial Park Cemetery**

2001 SW 4<sup>th</sup> Avenue

Fort Lauderdale, FL 33315

- 55.5 acres
- Approximately 50,183 ground, crypt and niche spaces

#### **3.3.3.2 Sunset Memorial Gardens Cemetery**

3201 NW 19<sup>th</sup> Street

Fort Lauderdale, FL 33311

- 26.1 acres
- Approximately 26,622 ground, crypt and niche spaces

**3.3.3.3 Historic Evergreen Cemetery**1300 SE 10<sup>th</sup> Avenue

Fort Lauderdale, FL 33315

- 12.9 acres
- Approximately 7,841 ground, crypt and niche spaces

**3.3.3.4 North Woodlawn Cemetery**1936 NW 9<sup>th</sup> Street

Fort Lauderdale, FL 33311

- 3.8 acres
- *The City does not have records for this cemetery.*
- *This location is closed to burials.*

**3.4 REQUIRED SERVICES****3.4.1** Project Management**3.4.2** Hardware consulting, design, and installation**3.4.3** Installation and configuration of all components**3.4.4** Complete system testing of all installed components**3.4.5** Integration and Interface Development (Infor/Lawson Financials)**3.4.6** Knowledge Transfer to Staff**3.4.7** Complete Data Conversion/Migration from previous solution with (CFS) and manual tracking systems as described in 3.2.1 and 3.2.2 above**3.4.8** Ongoing Support and Maintenance Services**3.4.9** Training Services – Train the Trainer and Administrator Training for all components for the staff identified, including Security configuration (users, groups, access and functionality rights)**3.5 FUNCTIONAL REQUIREMENTS****3.5.1** A highly intuitive system from a user perspective, which can allow the City of Fort Lauderdale to take advantage of technology to improve performance and efficiency.**3.5.2** Canned and ad-hoc reporting with downloading and printing capabilities. Easy access to the data for report and query generation without the need for a programming specialist.**3.5.3** Support for user-friendly mobile technology for field staff using iPads, Androids, or other mobile devices.**3.5.4** Multi-user environment with multiple tiers of user access: The system needs to be able to limit user access through security groups. The ability to add and remove users and change user access levels needs to be performed by the on-site System Administrator. These user-access security settings need to extend to include related documents or attachments.**3.5.5** Ability to track and manage multiple cemeteries.**3.5.6** Cloud-based, Software as a Service or hosted (preferred) or on premise.

- 3.5.7** Configurable/customizable management dashboard: The system must offer flexibility for City staff to configure screen layout and create customized fields and reports. The ability to customize individual modules is preferred.
- 3.5.8** Complete audit trail and logging: The system must provide a transactional audit log tracking all system modifications and associated user, date & time.
- 3.5.9** Archiving: The system needs to provide an archiving functionality to track and store cemetery records as needed with the ability to seamlessly retrieve/reactivate records.
- 3.5.10** Documentation of interments.
- 3.5.11** Tracking of lot sales (with variable price structures based on cemetery and location within the cemetery).
- 3.5.12** Ability to generate and print deeds, interment orders, lot cards, deceased cards, and owner cards.
- 3.5.13** Scheduling of interments and other events, including tracking assigned staff member(s).
- 3.5.14** Mapping of cemeteries (ESRI ArcGIS preferred).
- 3.5.15** Ability to print detailed maps of cemeteries and lots.
- 3.5.16** Ability to map structures to include, but not limited to, monuments, benches, fountains, and trees.
- 3.5.17** Tracking maintenance activities (including work orders).
- 3.5.18** Attachment of uploaded documents to lots, lot owners and interment records.
- 3.5.19** Ability to transfer lot ownership within and between cemeteries.
- 3.5.20** Ability to track changes in lot ownership in real-time.
- 3.5.21** Ability to track and search ownership by individuals of multiple lots.
- 3.5.22** Ability to track and manage A/R with option to export data to printable reports or other software.
- 3.5.23** Generation and printing of invoices, receipts, contracts and deeds.
- 3.5.24** Ability to provide internet access of selected historical records for genealogical research.
- 3.5.25** Mobile navigation to any gravesite.
- 3.5.26** Self-Service Kiosk compatibility.
- 3.5.27** Outlook email interface compatibility preferred.
- 3.5.28** Microsoft Office compatibility for exported documents, especially Word and Excel. Mail merge integration.
- 3.5.29** Open Platform API and SDK

*END OF SECTION*

## SECTION IV – SUBMITTAL REQUIREMENTS

### 4.1 Instructions

- 4.1.1** The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://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 RFP 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 RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. 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 RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. 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 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. 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 [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall:

1. Keep and maintain public records 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 (2018), 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.

- 4.1.6** 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 RFP. The City prefers that proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided and indexed 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 RFP.

#### **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 Approach to Scope of Work**

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project.

As a part of the response, a design plan and diagram(s) shall be presented to the City for approval.

The proposer shall also propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. The delivery time shall be stated in calendar days from the date of City notification of award or notice to proceed with delivery. Such timeline information and proposed dates shall include, but not necessarily be limited to: delivery, installation, conversion/migration (as identified in items 3.2.1, 3.2.2, and 3.4.7 above), acceptance testing, personnel, and other related completion dates, in accordance with the RFP specifications.

NOTE: The project must be completed and accepted within 120 days from the City Notice to Proceed.

Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

Additionally, the proposal should specifically address:

- A. Who
- B. What
- C. When
- D. Where
- E. Why
- F. How

#### **4.2.5 References**

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

- Client Name, address, contact person telephone and E-mail address.
- 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 using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

##### **C. Non-Disclosure Agreement**

This form is to be completed and inserted in this section. Your firm may be deemed non-responsive for failing to sign this form.

##### **D. Non-Collusion Statement**

This form is to be completed and inserted in this section.

##### **E. Non-Discrimination Certification Form**

This form is to be completed and inserted in this section.

**F. Local Business Preference (LBP)**

This form is to be completed and inserted in this section.

**G. 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.

**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. W-9 for Proposing Firm**

This form must be completed and returned with your proposal.

**J. Active Status Page from Division of Corporations – Sunbiz.org**

Provide PDF of current page with your proposal.

*END OF SECTION*

## SECTION V – EVALUATION AND AWARD

### 5.1 Evaluation Procedure

#### 5.1.1 Bid Tabulations/Intent to Award

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

<http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at:

<http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

**5.1.2** Evaluation of proposals 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 in attendance at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

**5.1.3** The Committee may short list Proposals, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short-listed Proposers. The Evaluation Committee shall then re-score and re-rank the short-listed firms in accordance with the weighted criteria.

**5.1.4** The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

**5.1.5** The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

### 5.2 Evaluation Criteria

**5.2.1** The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

#### 5.2.2 Weighted Criteria

Proposer's qualifications, experience and references with similar organization such as municipal or private cemeteries, including support capabilities	30%
Software capabilities; ability to meet functional requirements.	30%
Demonstrated knowledge of current cemetery software technology needs	10%
Total Project Cost (incl Software, Maintenance, Implementation, etc.)	30%
<b>TOTAL PERCENT AVAILABLE:</b>	<b>100%</b>

**5.3 Contract Award**

The City reserves the right to award a contract to that Consultant 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 RFP process.

*END OF SECTION*

**SECTION VI - COST PROPOSAL PAGE****Proposer Name:** \_\_\_\_\_

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

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

**Notes:**

Attach a breakdown of costs including but not limited to labor, equipment, materials and parts.

**Software Solution:**

- |  |          |
|--|----------|
| 1. Annual Software License Cost (up to 10 users)                 | \$ _____ |
| 2. One-time Implementation Fee (including Training, Travel etc.) | \$ _____ |
| 3. Annual Software Maintenance Cost (fixed price for term)       | \$ _____ |

**Data Conversion and Migration (see sections 3.2.1, 3.2.2, 3.4.7 and 4.2.4 for details):**

- |  |          |
|--|----------|
| 4. Data Conversion/Migration from previous software solution | \$ _____ |
| 5. Data Conversion/Migration from manual tracking system     | \$ _____ |

**Total Project Cost** \$ \_\_\_\_\_**Submitted by:**\_\_\_\_\_  
Name (printed)\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Title



## APPENDIX 1

### **ARTICLE 1 - DATA SECURITY AND PRIVACY APPENDIX**

- A. This Data Security and Privacy Appendix is designed to protect the City of Fort Lauderdale (CoFL) Non- public Information and CoFL Information Resources (defined below). This Appendix describes the data security and privacy obligations of Supplier and its sub-suppliers that connect to CoFL Information Resources and/or gain access to Non-public Information (defined below).
- B. Supplier agrees to be bound by the obligations set forth in this Appendix. To the extent applicable, Supplier also agrees to impose, by written contract, the terms and conditions contained in this Appendix on any third party retained by Supplier to provide services for or on behalf of the CoFL.

### **ARTICLE 2 - DEFINED TERMS**

- A. Breach. Breach means the unauthorized acquisition, access, use or disclosure of Non-public Information that compromises the security, confidentiality or integrity of such information.
- B. Non-public Information. Supplier's provision of Services under this Agreement may involve access to certain information that CoFL wishes to be protected from further use or disclosure. Non-public Information shall be defined as: (i) Protected Information (defined below); (ii) information CoFL discloses, in writing, orally, or visually, to Supplier, or to which Supplier obtains access to in connection with the negotiation and performance of the Agreement, and which relates to CoFL, its employees or contractors, its third-party vendors or licensors, or any other individuals or entities that have made confidential information available to CoFL or to Supplier acting on CoFL's behalf (collectively, "CoFL Users"), marked or otherwise identified as proprietary and/or confidential, or that, given the nature of the information, ought reasonably to be treated as proprietary and/or confidential; (iii) trade secrets; and (iv) business information.
- C. Protected Information. Protected Information shall be defined as information that identifies or is capable of identifying a specific individual, including but not limited to personally-identifiable information, medical information other than Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 CFR § 160.103), Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms), Federal Information Security Management Act (FISMA) of 2002, Criminal Justice Information Services (CJIS), National Automated Clearing House Association (NACHA), General Data Protection Regulation (GDPR), employee, contractor or neighbor records, or individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to S.B 624 of the Florida Constitution; the Florida Information Protection Act (FIPA), and the Fair Credit Reporting Act (15 USC § 1681 *et seq.*).
- D. CoFL Information Resources. CoFL Information Resources shall be defined as those devices, networks and related infrastructure that CoFL owns, operates or has obtained for use to conduct CoFL business. Devices include but are not limited to, CoFL-owned or managed storage, processing, communications devices and related infrastructure on

## APPENDIX 1

which CoFL data is accessed, processed, stored, or communicated, and may include personally owned devices. Data includes, but is not limited to, Non-public Information, other CoFL-created or managed business and research data, metadata, and credentials created by or issued on behalf of CoFL.

- E. Work Product. Work Product shall be defined as works-in-progress, notes, data, reference materials, memoranda, documentation and records in any way incorporating or reflecting any Non-public Information and all proprietary rights therein, including copyrights. Work Product is subject to the Agreement's Intellectual Property, Copyright and Patents Article. For the avoidance of doubt, Work Product shall belong exclusively to CoFL and unless expressly provided, this Appendix shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by CoFL.

### **ARTICLE 3 - ACCESS TO CoFL INFORMATION RESOURCES**

- A. In any circumstance when Supplier is provided access to CoFL Information Resources, it is solely Supplier's responsibility to ensure that its access does not result in any access by unauthorized individuals to CoFL Information Resources. This includes conformance with minimum security standards in effect at the CoFL location(s) where access is provided. Any Supplier technology and/or systems that gain access to CoFL Information Resources must contain, at a minimum, the elements in the Computer System Security Requirements set forth in Attachment 1 to this Appendix. No less than annually, Supplier shall evaluate and document whether Supplier's practices accessing CoFL Information Resources comply with the terms of this Appendix. Documentation of such evaluation shall be made available to CoFL upon CoFL's request. Regardless of whether CoFL requests a copy of such evaluation, Supplier shall immediately inform CoFL of any findings of noncompliance and certify when findings of non-compliance have been addressed.
- B. Supplier shall limit the examination of CoFL information to the least invasive degree of inspection required to provide the Goods and/or Services. In the event Goods and/or Services include the inspection of a specific threat to or anomaly of CoFL's Information Resources, Supplier shall limit such inspection in accordance with the principle of least perusal. Supplier will notify CoFL immediately upon such events.
- C. With CoFL's prior written consent, Supplier may alter a CoFL Information Resource to the extent such alteration is specifically required for Supplier to provide Goods and/or Services to CoFL pursuant to the Agreement.

### **ARTICLE 4 - SECURITY PATCHES AND UPDATES**

Supplier is required to perform patches and updates in connection with the Goods and/or Services provided to CoFL as follows:

- A. Devices and Software Provided Directly to CoFL. Supplier will make available to CoFL any patches and other updates to system security software or firmware utilized by Supplier in its provision of Goods and/or Services no later than the earlier of thirty (30) days of its commercial release or as recommended by Supplier or Supplier's sub-supplier.

## APPENDIX 1

- B. Supplier's Internal Systems and Services Necessary for Supplier to Fulfill its Obligations to CoFL. Supplier will regularly apply security patches and functional updates to its internal systems software and firmware.

### **ARTICLE 5 - COMPLIANCE WITH APPLICABLE LAWS, FAIR INFORMATION PRACTICE PRINCIPLES AND UC POLICIES**

- A. Supplier agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information. Additionally Supplier will comply as applicable with the *Fair Information Practice Principles*, as defined by the U.S. Federal Trade Commission (<http://www.nist.gov/nstic/NSTIC-FIPPs.pdf>). Such principles would typically require Supplier to have a privacy policy, and a prominently-posted privacy statement or notice in conformance with such principles. If collecting Protected Information electronically from individuals on behalf of CoFL, Supplier's prominently-posted privacy statement will be similar to those used by CoFL (CoFL's sample Privacy Statement for websites is available at([.doc](#))). Supplier also agrees, to the extent applicable, to comply with CoFL's Business and Finance Bulletin IS-2, *Inventory, Classification, and Release of CoFL Electronic Information*. Supplier shall make available to CoFL all products, systems, and documents necessary to allow CoFL to audit Supplier's compliance with the terms of this Article 5. CoFL shall have the right to audit Supplier's compliance with its Information Security Plan and the obligations set forth in Attachment 1.
- B. CoFL reserves the right to monitor Supplier's connectivity to CoFL Information Resources while Supplier accesses Non-public Information.

### **ARTICLE 6 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF NON-PUBLIC INFORMATION**

Supplier agrees to hold CoFL's Non-public Information, and any information derived from such information, in strictest confidence. Supplier will not access, use or disclose Non-public Information other than to carry out the purposes for which CoFL disclosed the Non-public Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by CoFL. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Non-public Information or any information derived from such information. If required by a court of competent jurisdiction or an administrative body to disclose Non-public Information, Supplier will notify CoFL in writing immediately upon receiving notice of such requirement and prior to any such disclosure, to give CoFL an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so). Supplier's transmission, transportation or storage of Non-public Information outside the United States, or access of Non-public Information from outside the United States, is prohibited except on prior written authorization by CoFL.

### **ARTICLE 7 – SAFEGUARD STANDARD**

Supplier agrees to protect the privacy and security of Non-public Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Supplier will implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of the Non-public Information. All Protected Information stored on portable devices or media must be encrypted in

## APPENDIX 1

accordance with the Federal Information Processing Standards (FIPS) Publication 140-2. Supplier will ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities while Supplier has responsibility for the Non-public Information under the terms of this Appendix. Prior to agreeing to the terms of this Appendix, and periodically thereafter (no more frequently than annually) at CoFL's request, Supplier will provide assurance, in the form of a third-party audit report or other documentation acceptable to CoFL, such as SOC2 Type II, demonstrating that appropriate information security safeguards and controls are in place.

### **ARTICLE 8 – INFORMATION SECURITY PLAN**

- A. Supplier acknowledges that CoFL is required to comply with information security standards for the protection of Protected Information as required by law, regulation and regulatory guidance, as well as CoFL's internal security program for information and systems protection.
- B. Supplier will establish, maintain and comply with an information security plan ("Information Security Plan"), which will contain, at a minimum, such elements as those set forth in Attachment 1 to this Appendix.
- C. Supplier's Information Security Plan will be designed to:
  - i. Ensure the security, integrity and confidentiality of Non-public Information;
  - ii. Protect against any anticipated threats or hazards to the security or integrity of such information;
  - iii. Protect against unauthorized access to or use of such information that could result in harm or inconvenience to the person that is the subject of such information;
  - iv. Reduce risks associated with Supplier having access to CoFL Information Resources; and
  - v. Comply with all applicable legal and regulatory requirements for data protection.
- D. On at least an annual basis, Supplier will review its Information Security Plan, update and revise it as needed, and submit it to CoFL upon request. At CoFL's request, Supplier will make modifications to its Information Security Plan or to the procedures and practices thereunder to conform to CoFL's security requirements as they exist from time to time. If there are any significant modifications to Supplier's Information Security Plan, Supplier will notify CoFL within 72 hours.

### **ARTICLE 9 – RETURN OR DESTRUCTION OF NON-PUBLIC INFORMATION**

Within 30 days of the termination, cancellation, expiration or other conclusion of this Appendix, Supplier will return the Non-public Information to CoFL unless CoFL requests in writing that such data be destroyed. This provision will also apply to all Non-public Information that is in the possession of subcontractors or agents of Supplier. Such destruction will be accomplished by "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Supplier will certify in writing to CoFL that such return or destruction has been completed.

If Supplier believes that return or destruction of the Non-public Information is technically impossible or impractical, Supplier must provide CoFL with a written statement of the reason that return or destruction by Supplier is technically impossible or impractical. If CoFL determines

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that return or destruction is technically impossible or impractical, Supplier will continue to protect the Non-public Information in accordance with the terms of this Appendix.

### **ARTICLE 10 – NOTIFICATION OF CORRESPONDENCE CONCERNING NON-PUBLIC INFORMATION**

Supplier agrees to notify CoFL immediately, both orally and in writing, but in no event more than two (2) business days after Supplier receives correspondence or a complaint regarding Non-public Information, including but not limited to, correspondence or a complaint that originates from a regulatory agency or an individual.

### **ARTICLE 11 – BREACHES OF NON-PUBLIC INFORMATION**

- A. **Reporting of Breach:** Supplier will report any confirmed or suspected Breach to CoFL immediately upon discovery, both orally and in writing, but in no event more than two (2) business days after Supplier reasonably believes a Breach has or may have occurred. Supplier's report will identify: (i) the nature of the unauthorized access, use or disclosure, (ii) the Non-public Information accessed, used or disclosed, (iii) the person(s) who accessed, used, disclosed and/or received Non-public Information (if known), (iv) what Supplier has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (v) what corrective action Supplier has taken or will take to prevent future unauthorized access, use or disclosure. Supplier will provide such other information, including a written report, as reasonably requested by CoFL. In the event of a suspected Breach, Supplier will keep CoFL informed regularly of the progress of its investigation until the uncertainty is resolved.
- B. **Coordination of Breach Response Activities:** Supplier will fully cooperate with CoFL's investigation of any Breach involving Supplier and/or the Services, including but not limited to making witnesses and documents available immediately upon Supplier's reporting of the Breach. Supplier's full cooperation will include but not be limited to Supplier:
- i. Immediately preserving any potential forensic evidence relating to the Breach, and remedying the Breach as quickly as circumstances permit
  - ii. Promptly (within 2 business days) designating a contact person to whom CoFL will direct inquiries, and who will communicate Supplier responses to CoFL inquiries;
  - iii. As rapidly as circumstances permit, applying appropriate resources to remedy the Breach condition, investigate, document, restore CoFL service(s) as directed by CoFL, and undertake appropriate response activities;
  - iv. Providing status reports to CoFL on Breach response activities, either on a daily basis or a frequency approved by CoFL;
  - v. Coordinating all media, law enforcement, or other Breach notifications with CoFL in advance of such notification(s), unless expressly prohibited by law; and
  - vi. Ensuring that knowledgeable Supplier staff is available on short notice, if needed, to participate in CoFL-initiated meetings and/or conference calls regarding the Breach.
- C. **Grounds for Termination.** Any Breach may be grounds for immediate termination of the Agreement by CoFL.
- D. **Assistance in Litigation or Administrative Proceedings.** Supplier will make itself and any employees, subcontractors, or agents assisting Supplier in the performance of its obligations available to CoFL at no cost to CoFL to testify as witnesses, or

## APPENDIX 1

otherwise, in the event of a Breach or other unauthorized disclosure of Non-public Information caused by Supplier that results in litigation, governmental investigations, or administrative proceedings against CoFL, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy or arising out of this Appendix.

### **ARTICLE 12 – ATTORNEY’S FEES**

In any action brought by a party to enforce the terms of this Appendix, the prevailing party will be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel will be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

### **ARTICLE 13 – INDEMNITY**

The Agreement includes an Indemnity provision, but for the avoidance of doubt regarding a Breach involving Protected Information, Supplier's indemnification obligations under the Agreement will include the following fees and costs which arise as a result of Supplier's breach of this Appendix, negligent acts or omissions, or willful misconduct: any and all costs associated with notification to individuals or remedial measures offered to individuals, whether or not required by law, including but not limited to costs of notification of individuals, establishment and operation of call center(s), credit monitoring and/or identity restoration services; time of CoFL personnel responding to Breach; fees and costs incurred in litigation; the cost of external investigations; civil or criminal penalties levied against CoFL; civil judgments entered against CoFL; attorney's fees, and court costs.

### **ARTICLE 14 – ADDITIONAL INSURANCE**

In addition to the insurance required under the Agreement, Supplier at its sole cost and expense will obtain, keep in force, and maintain an insurance policy (or policies) that provides coverage for privacy and data security breaches. This specific type of insurance is typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability. In some cases, Professional Liability policies may include some coverage for privacy and/or data breaches. Regardless of the type of policy in place, it needs to include coverage for reasonable costs in investigating and responding to privacy and/or data breaches with the following minimum limits unless CoFL specifies otherwise: \$1,000,000 Each Occurrence and \$5,000,000 Aggregate.

### **DATA SECURITY AND PRIVACY SAFEGUARD STANDARD FOR PAYMENT CARD DATA (IF APPLICABLE)**

- A. Supplier agrees that it is responsible for the security of Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms) that it possesses (if any), including the functions relating to storing, processing and transmitting Cardholder Data. In this regard, Supplier represents and warrants that it will implement and maintain certification of Payment Card Industry ("PCI") compliance standards regarding data security, and that it will undergo independent third party quarterly system scans that audit for all known methods hackers use to access private information and vulnerabilities that would allow malicious software (e.g., viruses and worms) to gain access to or disrupt CoFL Information Resources. These requirements, which are incorporated herein, can be found at [https://www.pcisecuritystandards.org/document\\_library](https://www.pcisecuritystandards.org/document_library). Supplier agrees to

## APPENDIX 1

provide at least annually, and from time to time at the written request of CoFL, current evidence (in form and substance reasonably satisfactory to CoFL) of compliance with these data security standards, which has been properly certified by an authority recognized by the payment card industry for that purpose.

- B. In connection with credit card transactions processed for CoFL, Supplier will provide reasonable care and efforts to detect fraudulent payment card activity. In performing the Services, Supplier will comply with all applicable rules and requirements, including security rules and requirements, of CoFL's financial institutions, including its acquiring bank, the major payment card associations and payment card companies. If during the term of an Agreement with CoFL, Supplier undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI standards and/or other material payment card industry standards, it will promptly notify CoFL of such circumstances.
- C. Supplier further represents and warrants that software applications it provides for the purpose of performing Services related to processing payments, particularly credit card payments, are developed in accordance with all applicable PCI standards, and are in compliance with all applicable PCI standards, including but not limited to Payment Application Data Security Standards (PA-DSS), Point to Point Encryption Solution Requirements (P2PE) including approved card readers or Point of Interaction (POI). As verification of this, Supplier agrees to provide at least annually, and from time to time upon written request of CoFL, current evidence (in form and substance reasonably satisfactory to CoFL) that any such application it provides is certified as complying with these standards and agrees to continue to maintain that certification as may be required.
- D. Supplier will immediately notify CoFL if it learns that it is no longer PCI compliant under one of the standards identified above, or if any software applications or encryption solutions are no longer PCI compliant.



## APPENDIX 1

### **ATTACHMENT 1**

- A. Supplier will develop, implement, and maintain a comprehensive Information Security Plan that is written in one or more readily accessible parts and contains administrative, technical, and physical safeguards. The safeguards contained in such program must be consistent with the safeguards for protection of Protected Information and information of a similar character set forth in any state or federal regulations by which the person who owns or licenses such information may be regulated.
- B. Without limiting the generality of the foregoing, every comprehensive Information Security Plan will include, but not be limited to:
- i. Designating one or more employees to maintain the comprehensive Information Security Plan;
  - ii. Identifying and assessing internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing Protected Information and of CoFL Information Resources, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, including but not limited to:
    - a. Ongoing employee (including temporary and contract employee) training; employee compliance with policies and procedures; and
    - b. Means for detecting and preventing security system failures.
  - iii. Developing security policies for employees relating to the storage, access and transportation of records containing Protected Information outside of business premises.
  - iv. Imposing disciplinary measures for violations of the comprehensive Information Security Plan rules.
  - v. Preventing terminated employees from accessing records containing Protected Information and/or CoFL Information Resources.
  - vi. Overseeing service providers, by:
    - a. Taking reasonable steps to select and retain third-party service providers that are capable of maintaining appropriate security measures to protect such Protected Information and CoFL Information Resources consistent with all applicable laws and regulations; and
    - b. Requiring such third-party service providers by contract to implement and maintain such appropriate security measures for Protected Information.
  - vii. Placing reasonable restrictions upon physical access to records containing Protected Information and CoFL Information Resources and requiring storage of such records and data in locked facilities, storage areas or containers.
  - viii. Restrict physical access to any network or data centers that may have access to Protected Information or CoFL Information Resources.
  - ix. Requiring regular monitoring to ensure that the comprehensive Information Security Plan is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of Protected Information and CoFL Information Resources; and upgrading information safeguards as necessary to limit risks.
  - x. Reviewing the scope of the security measures at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing Protected Information and of CoFL Information Resources.
  - xi. Documenting responsive actions taken in connection with any incident involving a Breach and mandating post-incident review of events and actions taken, if

## APPENDIX 1

any, to make changes in business practices relating to protection of Protected Information and CoFL Information Resources.

### **Computer System Security Requirements**

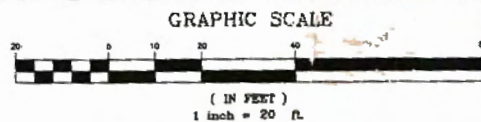
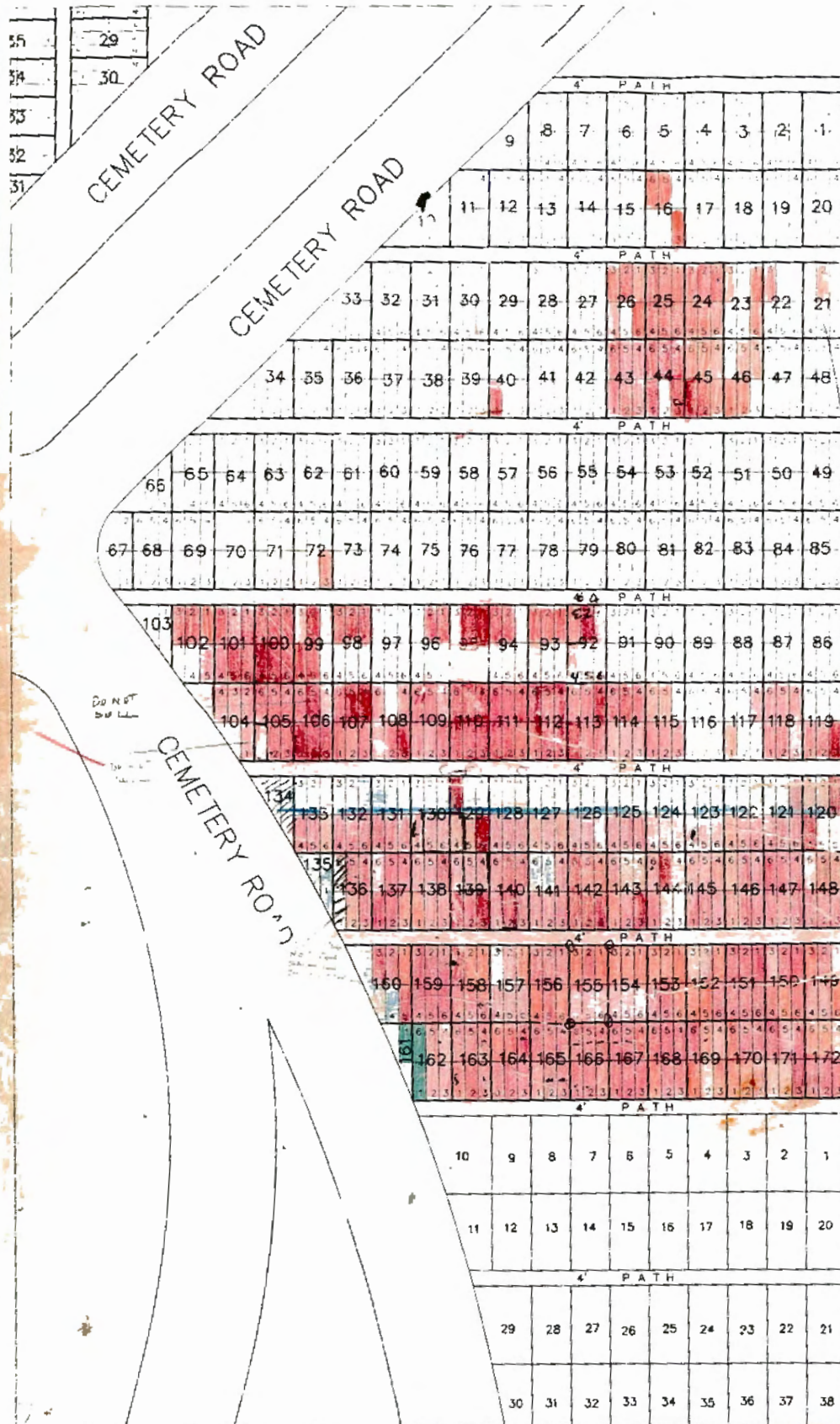
To the extent that Supplier electronically stores or transmits Protected Information or has access to any CoFL Information Resources, it will include in its written, comprehensive Information Security Plan the establishment and maintenance of a security system covering its computers, including any wireless system, that, at a minimum, and to the extent technically feasible, will have the following elements:

- A. Secure user authentication protocols including:
  - i. Control of user IDs and other identifiers;
  - ii. A secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
  - iii. Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
  - iv. Restricting access to active users and active user accounts only; and
  - v. Blocking access to user identification after multiple unsuccessful attempts to gain access or the limitation placed on access for the particular system.
  - vi. Periodic review of user access, access rights and audit of user accounts.
- B. Secure access control measures that:
  - i. Restrict access to records and files containing Protected Information and systems that may have access to CoFL Information Resources to those who need such information to perform their job duties; and
  - ii. Assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, which are reasonably designed to maintain the integrity of the security of the access controls.
- C. Encryption of all transmitted records and files containing Protected Information.
- D. Adequate security of all networks that connect to CoFL Information Resources or access Protected Information, including wireless networks.
- E. Reasonable monitoring of systems, for unauthorized use of or access to Protected Information and CoFL Information Resources.
- F. Encryption of all Protected Information stored on Supplier devices, including laptops or other portable storage devices.
- G. For files containing Protected Information on a system that is connected to the Internet or that may have access to CoFL Information Resources, reasonably up-to-date firewall, router and switch protection and operating system security patches, reasonably designed to maintain the integrity of the Protected Information.
- H. Reasonably up-to-date versions of system security agent software, including intrusion detection systems, which must include malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.

## APPENDIX 1

- I. Education and training of employees on the proper use of the computer security system and the importance of Protected Information and network security.

With reasonable notice to Supplier, CoFL may require additional security measures which may be identified in additional guidance, contracts, communications or requirements.



# BLOCK 1A Lauderdale Memorial Park

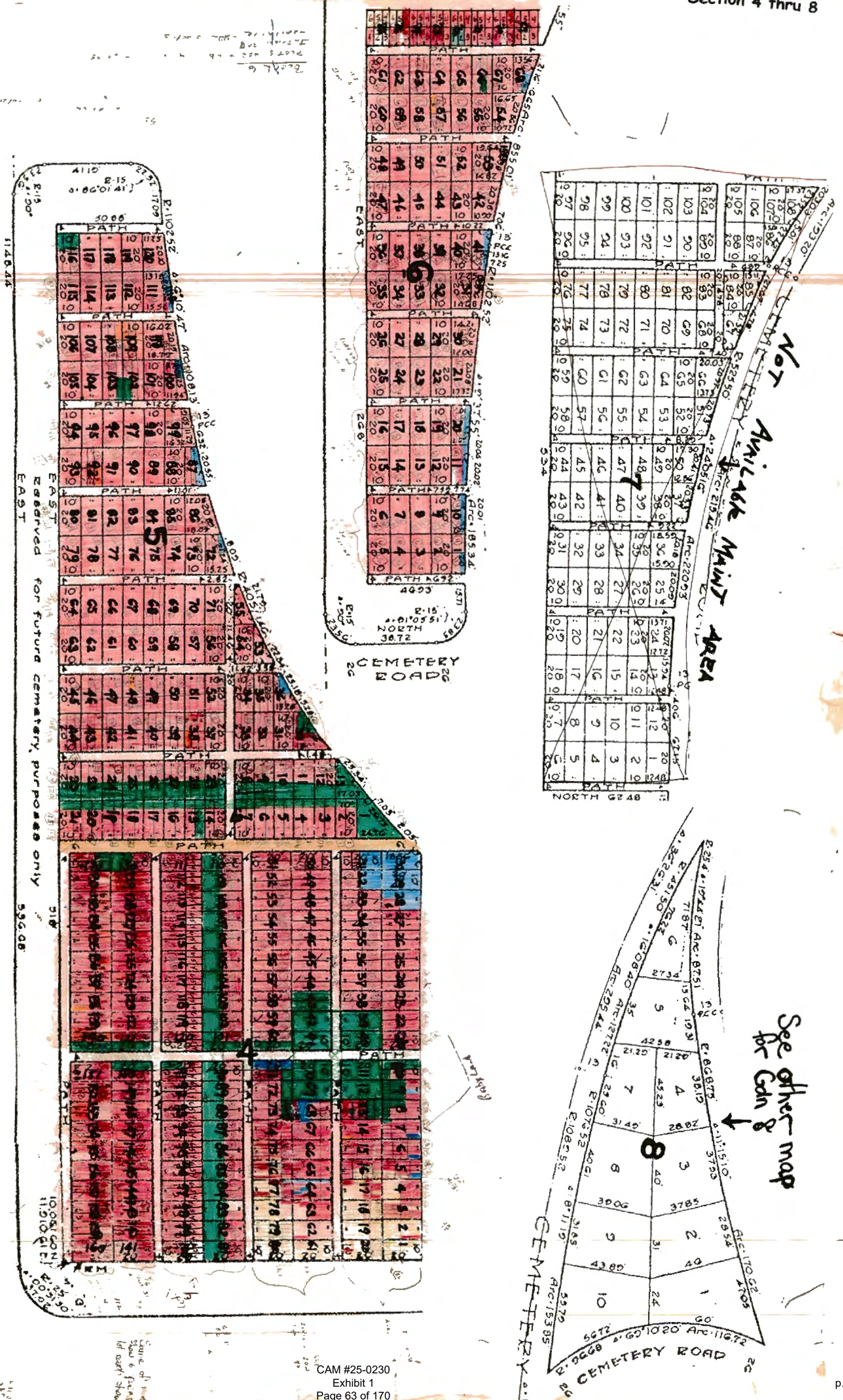
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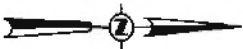
## Section 4 thru 8



See other map for Can 8



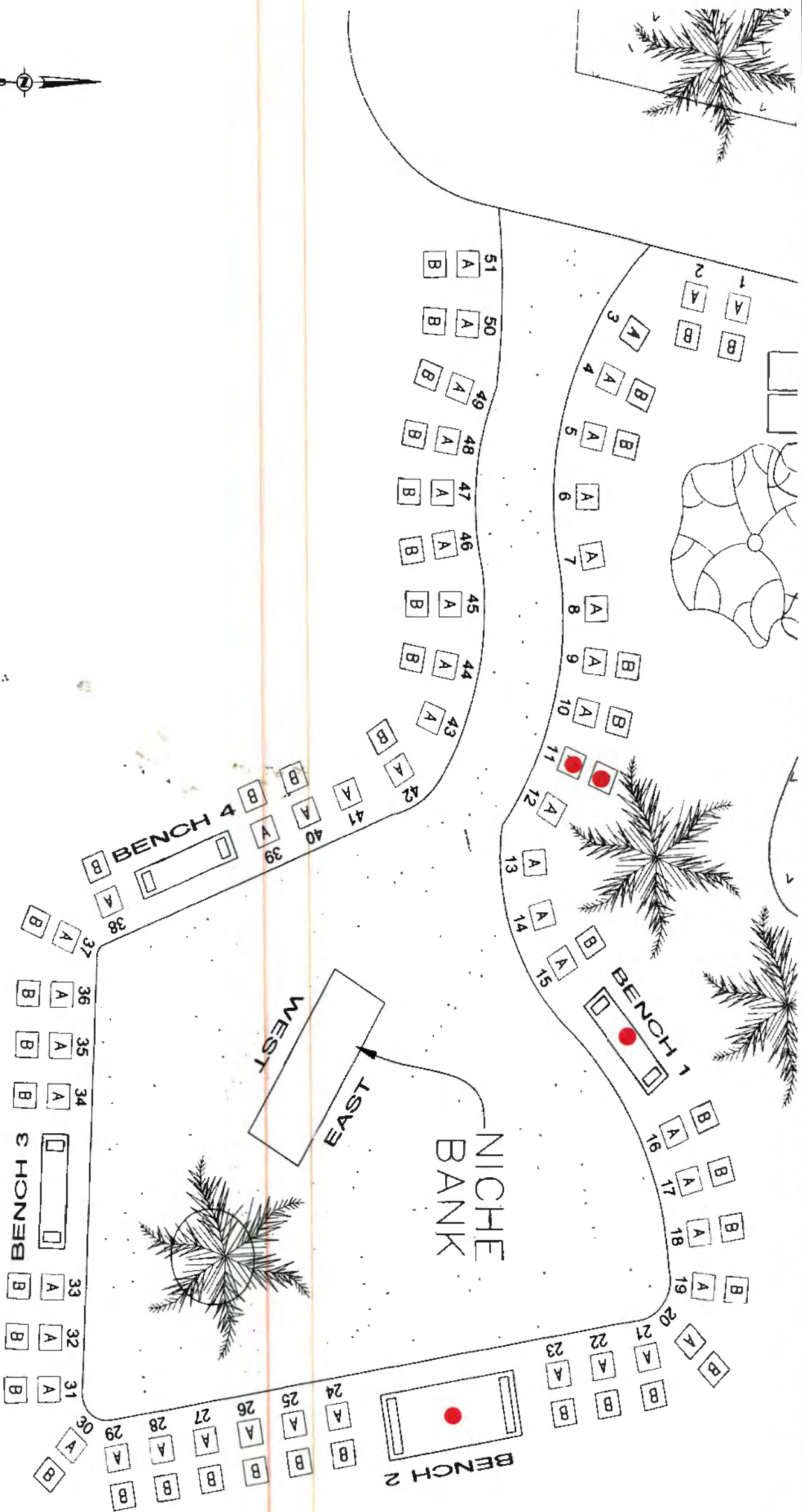
PREPARED BY:  
PULICE LAND SURVEYORS, INC.  
5381 NOB HILL ROAD, SUNRISE, FLORIDA 33351  
954-572-1777 CRAIG DOWNE  
E-MAIL: SURVEYS@PULICELANDSURVEYORS.COM



# CREMATION GARDENS

SHEET 2 OF 2

- DENOTES: GRANITE HEADSTONE
- DENOTES: LARGE DECORATIVE ROCK
- DENOTES: BENCH
- DENOTES: CHAIR



DESCRIPTION  
Private Estate  
Maneuvers  
2241 SQ. FT.

Drawn by: GD Revisions:         
Checked by:       

LAUDERDALE MEMORIAL  
PARK CEMETERY  
2001 SOUTHWEST 4th AVENUE  
FORT LAUDERDALE, FL 33316



LEFT TO RIGHT EAST

D	DE1 ●	DE2 ●	DE3 ●	DE4 ●	DE5	DE6 ●
C	CE1	CE2 ●	CE3 ●	CE4 ●	CE5	CE6
B	BE1 ●	BE2 ●	BE3	BE4	BE5	BE6 ●
A	AE1 ●	AE2 ●	AE3 ●	AE4 ●	AE5 ●	AE6 ●

EAST

● = SOLD

## Fountain Crematorium Garden E2 Niche Bank

LEFT TO RIGHT WEST

D	DW1	DW2	DW3	DW4 ●	DW5	DW6
C	CW1 ●	CW2 ●	CW3 ●	CW4	CW5	CW6
B	BW1	BW2	BW3	BW4	BW5	BW6
A	AW1	AW2	AW3	AW4	AW5	AW6

WEST



SINGLES											
A	B	C	D	E	F	G	H	I	J	K	
BSL-56	BSL-57	BSL-58	BSL-59	BSL-60	BSL-61	BSL-62	BSL-63	BSL-64	BSL-65	BSL-66	
BSL-45	BSL-46	BSL-47	BSL-48	BSL-49	BSL-50	BSL-51	BSL-52	BSL-53	BSL-54	BSL-55	
BSL-34	BSL-35	BSL-36	BSL-37	BSL-38	BSL-39	BSL-40	BSL-41	BSL-42	BSL-43	BSL-44	
BSL-23	BSL-24	BSL-25	BSL-26	BSL-27	BSL-28	BSL-29	BSL-30	BSL-31	BSL-32	BSL-33	
BSL-13	BSL-14	BSL-15	BSL-16	BSL-17	BSL-18	BSL-19	BSL-20	BSL-21	BSL-22	BSL-23	
BWL-1A	BWL-2A	BWL-3A	BWL-4A	BWL-5A	BWL-6A	BWL-7A	BWL-8A	BWL-9A	BWL-10A	BWL-11A	
BWL-1B	BWL-2B	BWL-3B	BWL-4B	BWL-5B	BWL-6B	BWL-7B	BWL-8B	BWL-9B	BWL-10B	BWL-11B	

COURTYARD							
A	B	C	D	E	F	G	H
CDL-6A	CDL-7A	CDL-8A	CDL-9A	CDL-10A	CDL-11A	CDL-12A	CDL-13A
CDL-5A	CDL-6A	CDL-7A	CDL-8A	CDL-9A	CDL-10A	CDL-11A	CDL-12A
CDL-4A	CDL-5A	CDL-6A	CDL-7A	CDL-8A	CDL-9A	CDL-10A	CDL-11A
CDL-3A	CDL-4A	CDL-5A	CDL-6A	CDL-7A	CDL-8A	CDL-9A	CDL-10A
CDL-2A	CDL-3A	CDL-4A	CDL-5A	CDL-6A	CDL-7A	CDL-8A	CDL-9A
CDL-1A	CDL-2A	CDL-3A	CDL-4A	CDL-5A	CDL-6A	CDL-7A	CDL-8A
CDL-1B	CDL-2B	CDL-3B	CDL-4B	CDL-5B	CDL-6B	CDL-7B	CDL-8B

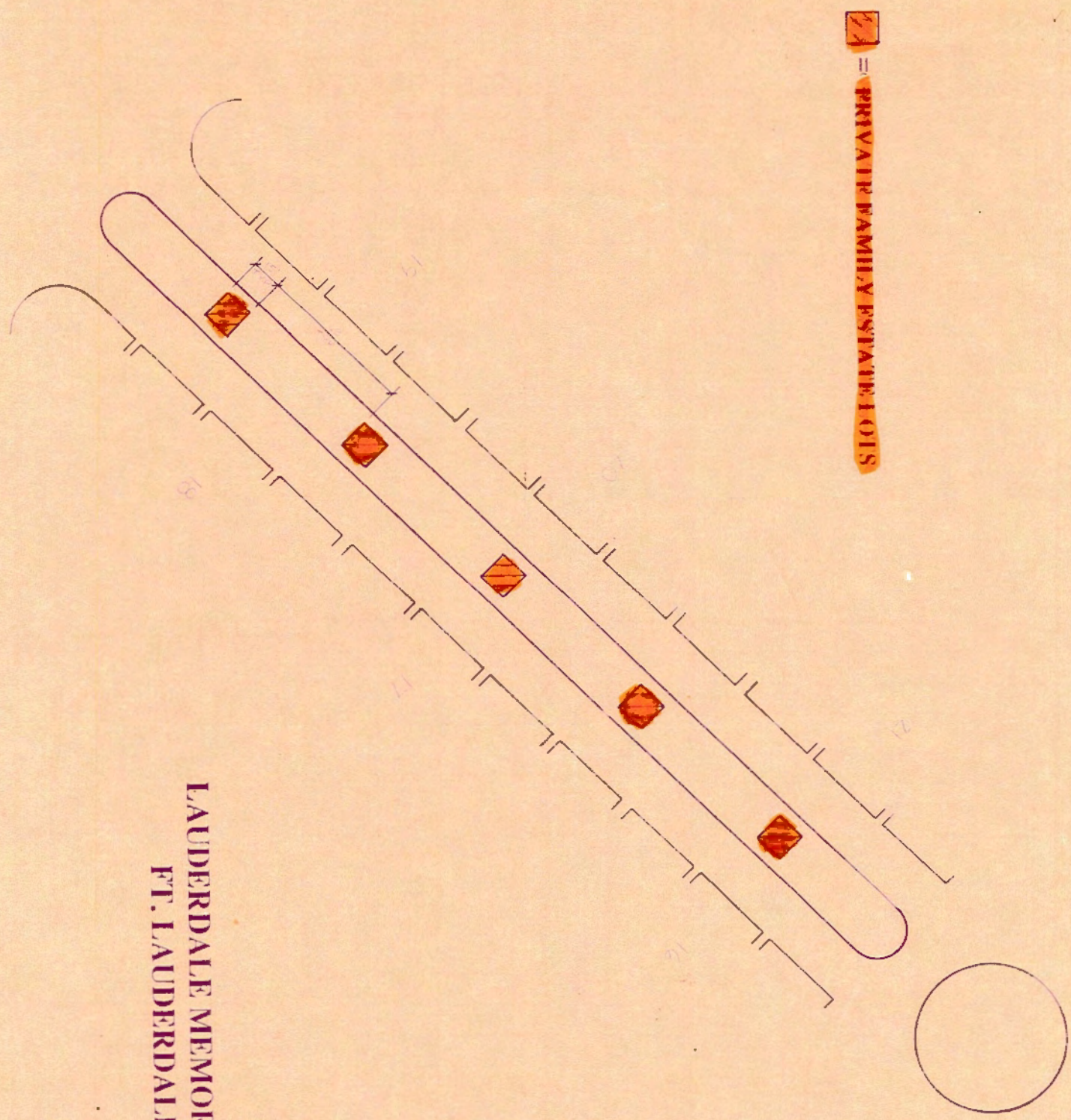
SUNRISE				SUNSET			
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ASL-22	ASL-23	ASL-24	ASL-25	ASL-26	ASL-27	ASL-28	ASL-29
ASL-19	ASL-20	ASL-21	ASL-22	ASL-23	ASL-24	ASL-25	ASL-26
ASL-16	ASL-17	ASL-18	ASL-19	ASL-20	ASL-21	ASL-22	ASL-23
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ASL-7	ASL-8	ASL-9	ASL-10	ASL-11	ASL-12	ASL-13	ASL-14
ASL-4	ASL-5	ASL-6	ASL-7	ASL-8	ASL-9	ASL-10	ASL-11
ASL-1	ASL-2	ASL-3	ASL-4	ASL-5	ASL-6	ASL-7	ASL-8

SINGLES											
A	B	C	D	E	F	G	H	I	J	K	
BSL-56	BSL-57	BSL-58	BSL-59	BSL-60	BSL-61	BSL-62	BSL-63	BSL-64	BSL-65	BSL-66	
BSL-45	BSL-46	BSL-47	BSL-48	BSL-49	BSL-50	BSL-51	BSL-52	BSL-53	BSL-54	BSL-55	
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BWL-1A	BWL-2A	BWL-3A	BWL-4A	BWL-5A	BWL-6A	BWL-7A	BWL-8A	BWL-9A	BWL-10A	BWL-11A	
BWL-1B	BWL-2B	BWL-3B	BWL-4B	BWL-5B	BWL-6B	BWL-7B	BWL-8B	BWL-9B	BWL-10B	BWL-11B	

COURTYARD							
A	B	C	D	E	F	G	H
CDL-6A	CDL-7A	CDL-8A	CDL-9A	CDL-10A	CDL-11A	CDL-12A	CDL-13A
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CDL-1B	CDL-2B	CDL-3B	CDL-4B	CDL-5B	CDL-6B	CDL-7B	CDL-8B

SUNSET				SUNRISE			
ASL-28	ASL-29	ASL-30	ASL-31	ASL-32	ASL-33	ASL-34	ASL-35
ASL-25	ASL-26	ASL-27	ASL-28	ASL-29	ASL-30	ASL-31	ASL-32
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ASL-4	ASL-5	ASL-6	ASL-7	ASL-8	ASL-9	ASL-10	ASL-11
ASL-1	ASL-2	ASL-3	ASL-4	ASL-5	ASL-6	ASL-7	ASL-8





LAUDERDALE MEMORIAL PARK  
FT. LAUDERDALE, FL

PRIVATE FAMILY ESTATE LOTS  
LAUDERDALE MEMORIAL PARK  
FT. LAUDERDALE, FL

5/14/2020 9:37 AM

CAM #25-0230  
Exhibit 1  
Page 67 of 170

MLI MAUSOLEUM BUILDERS INC  
7070 HOUSTON ROAD  
MACON GEORGIA 31206  
912-784-0819 800-763-0108



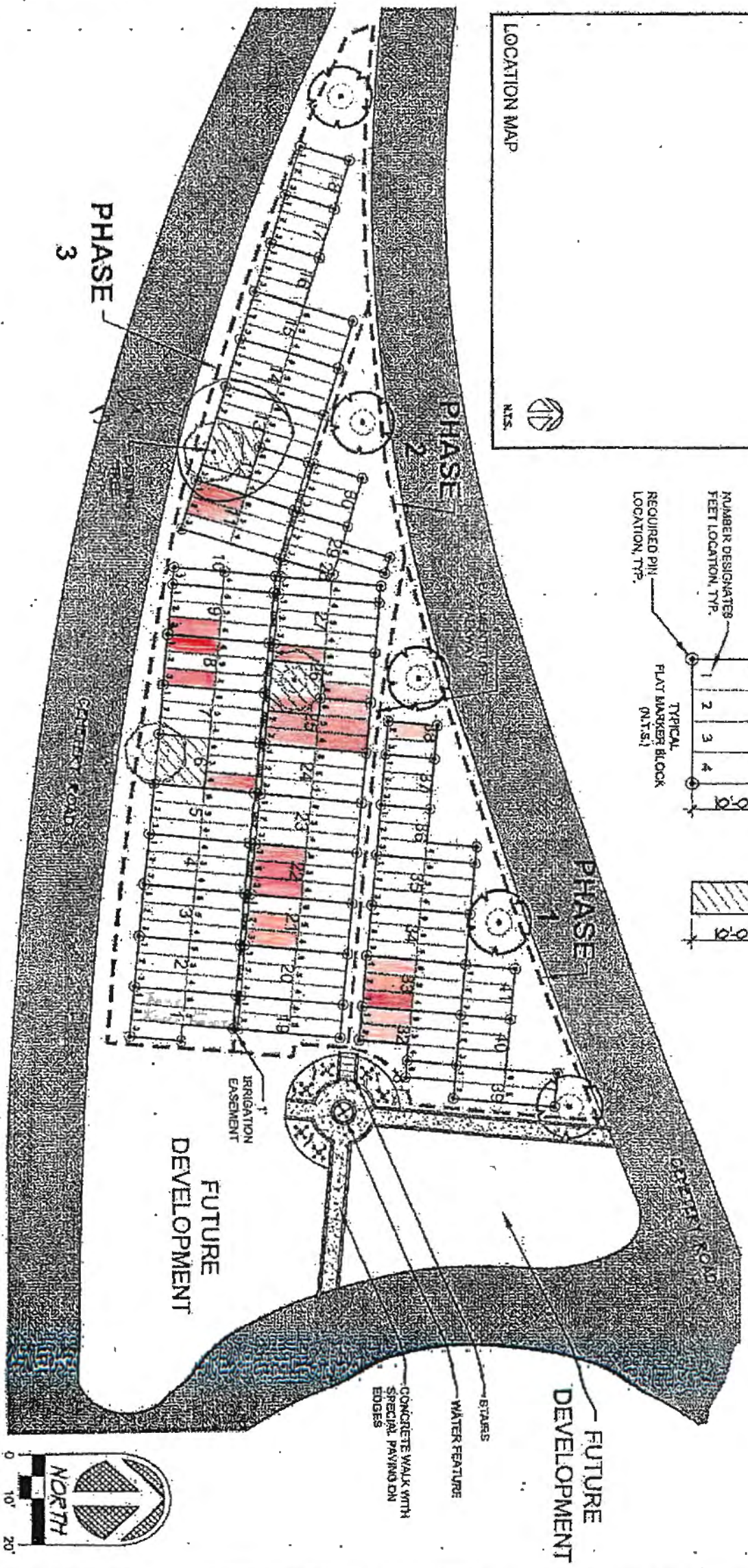
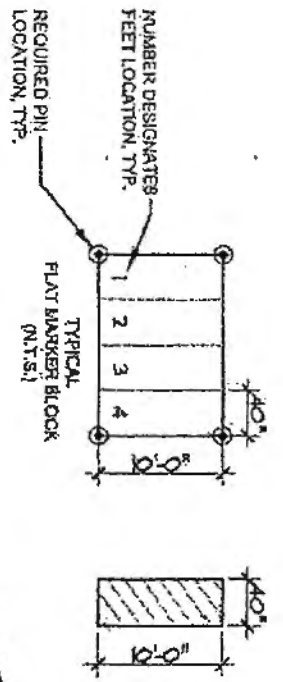


I have reviewed this map and have verified that it is accurate, the numbering is correct and there are no conflicts with existing development within the proposed new development area.

Signature

Date

LOCATION MAP



CARRIAGE SERVICES

ASIAN GARDEN - 8  
Lauderdale Memorial Park

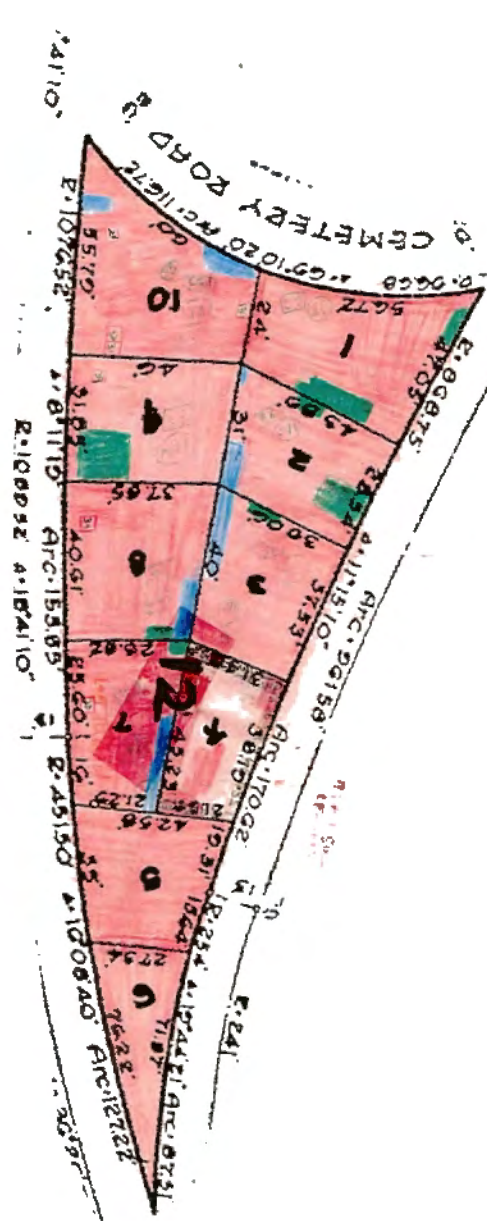
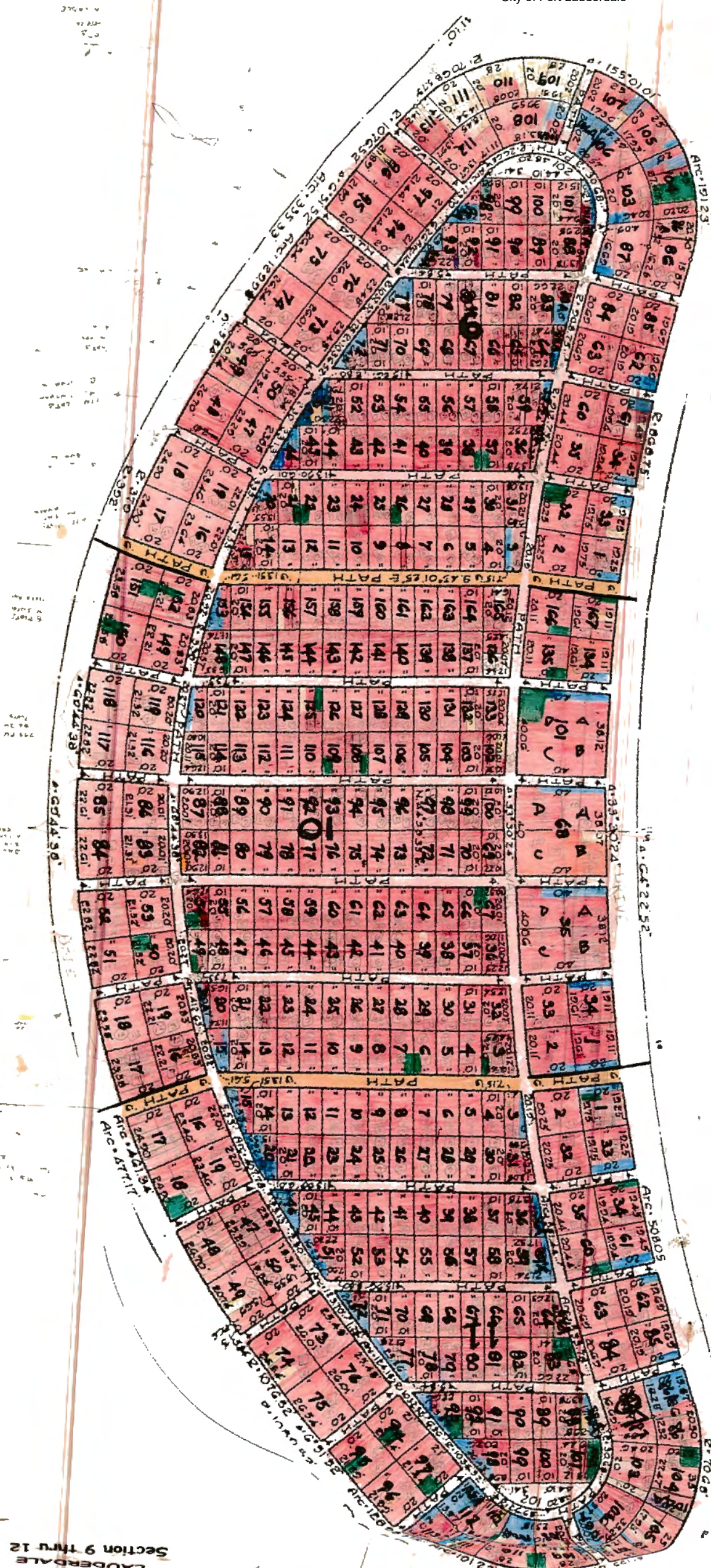
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11/11/11	Lot 4	1	1,000 SF
11/11/11	Lot 5	1	1,000 SF
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11/11/11	Lot 49	1	1,000 SF
11/11/11	Lot 50	1	1,000 SF

Lauderdale Memorial Park  
Asian Garden - 8

Ft. Lauderdale, FL 12-03-12

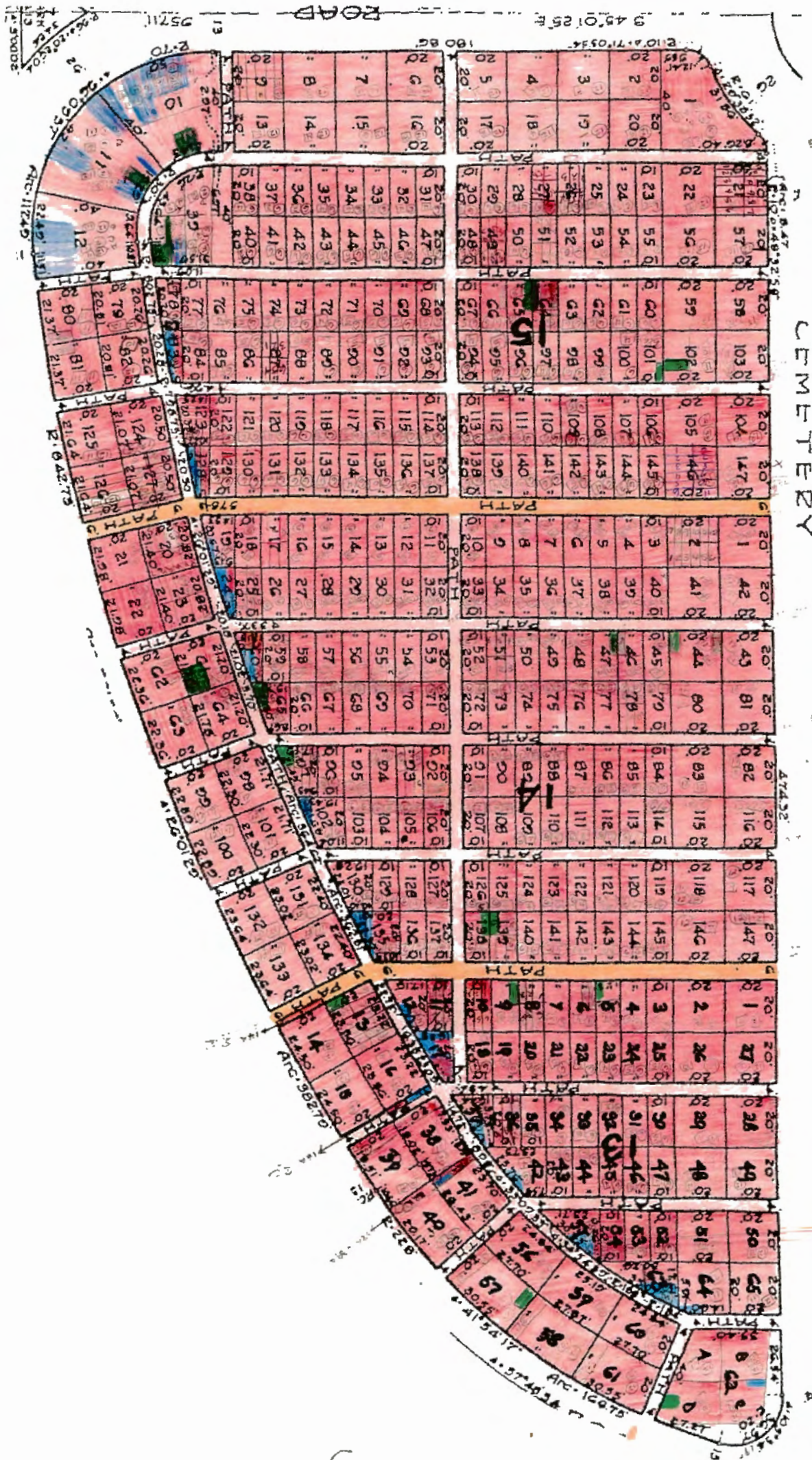


BLOCKS 9,10,11,12

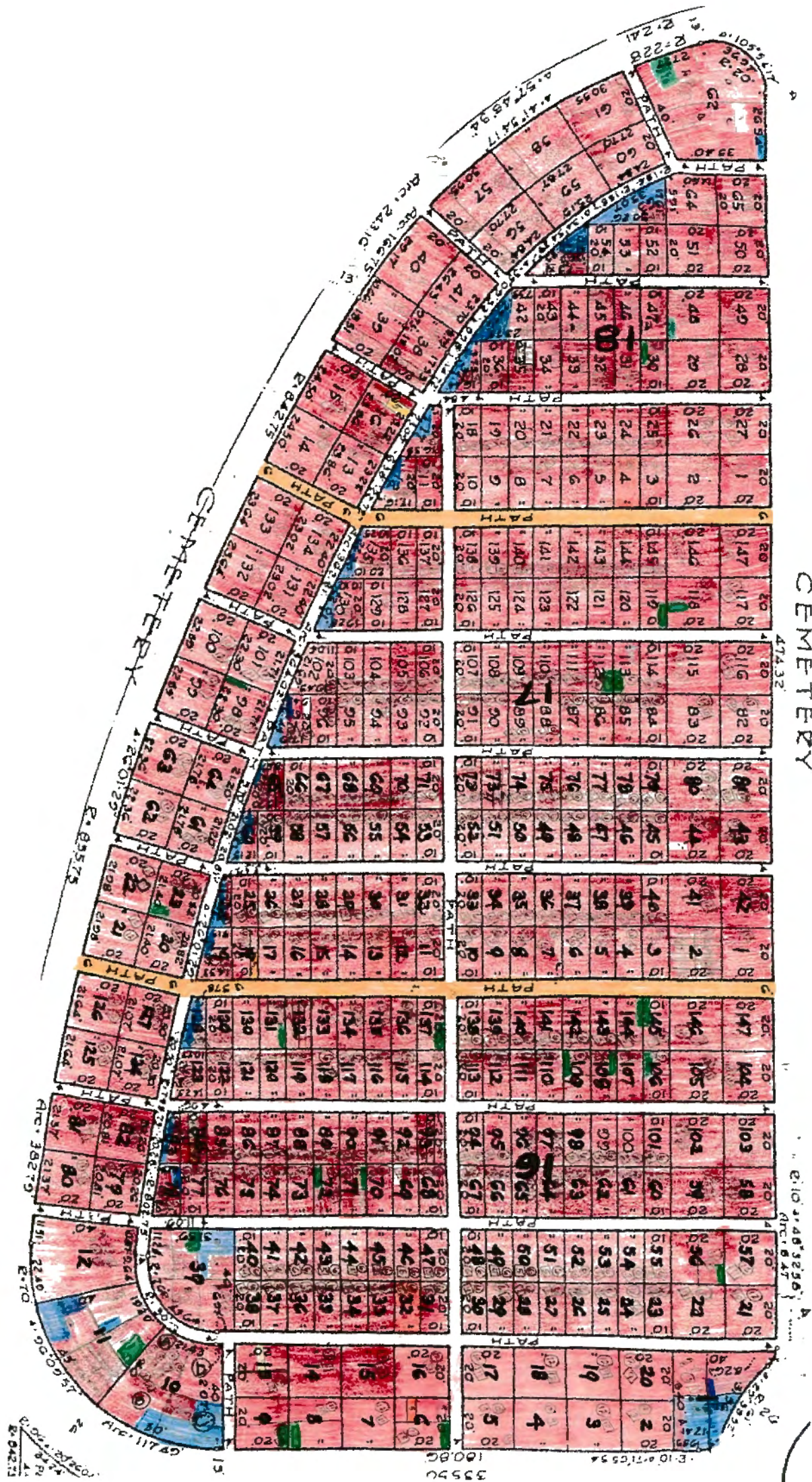


LAUDERDALE  
Section 9 thru 12

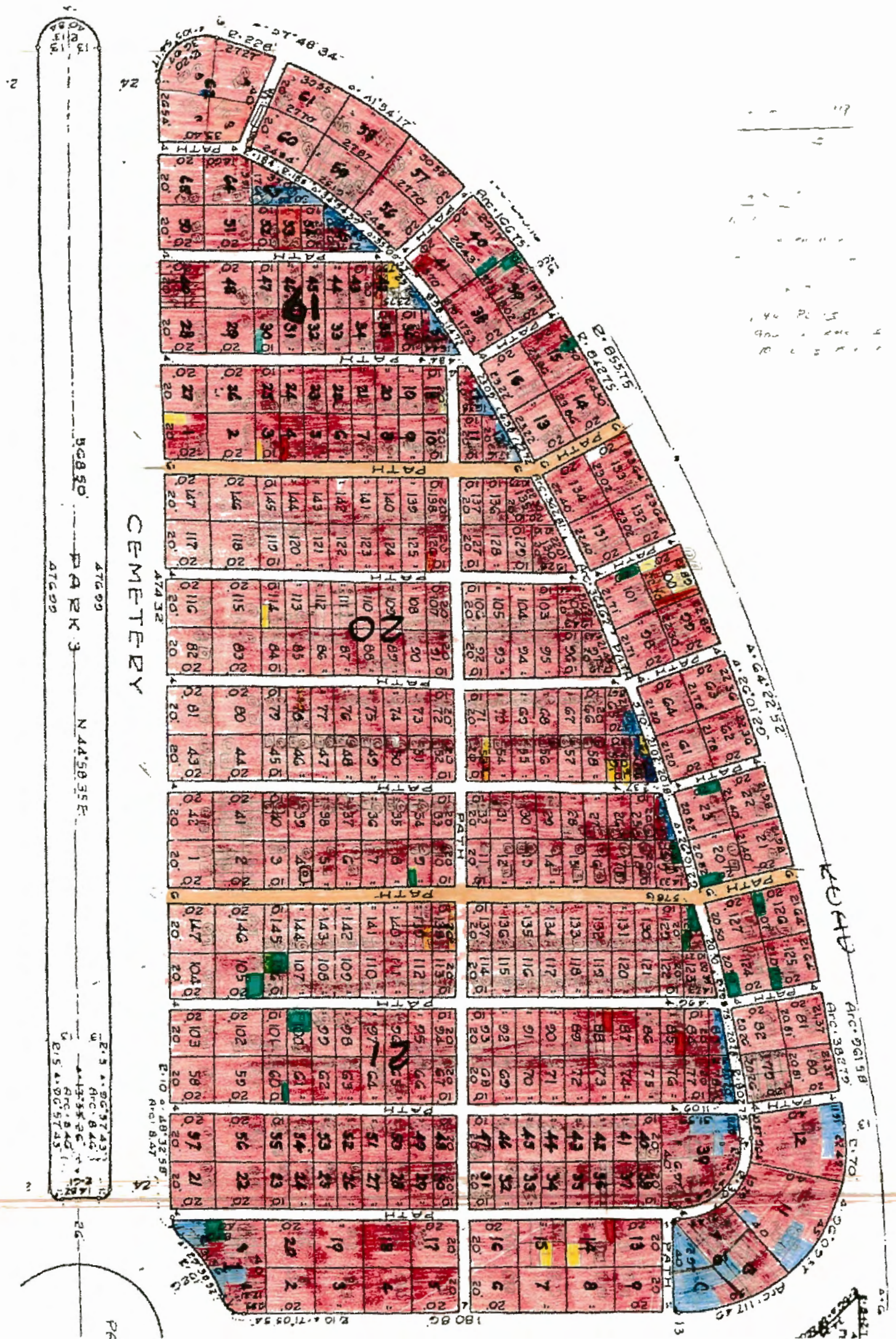








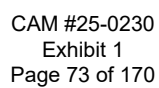




BLOCKS 19,20,

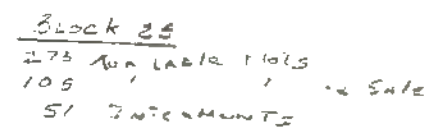


**BLOCKS 22,23,24**

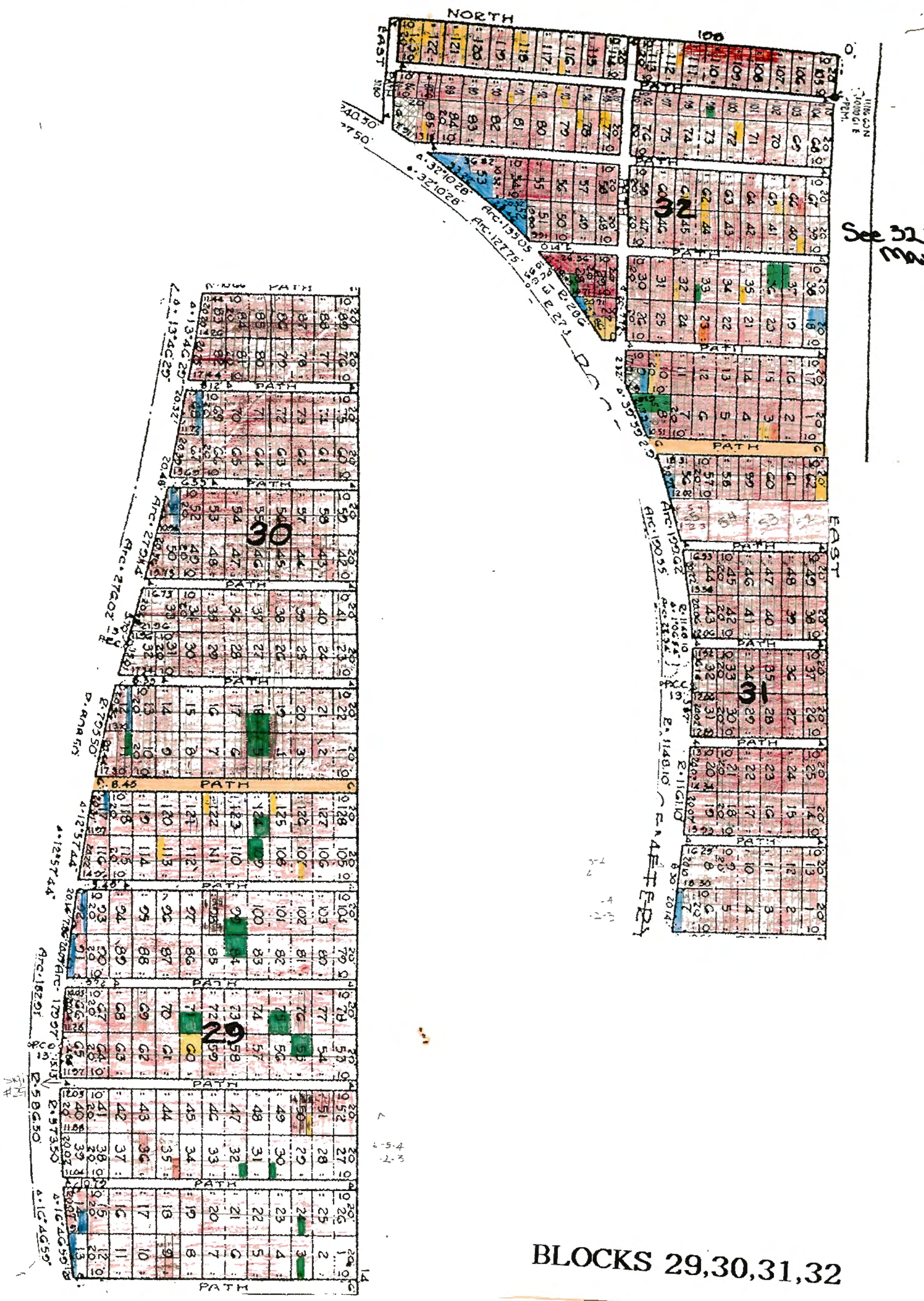




## BLOCKS 25,26,27,28

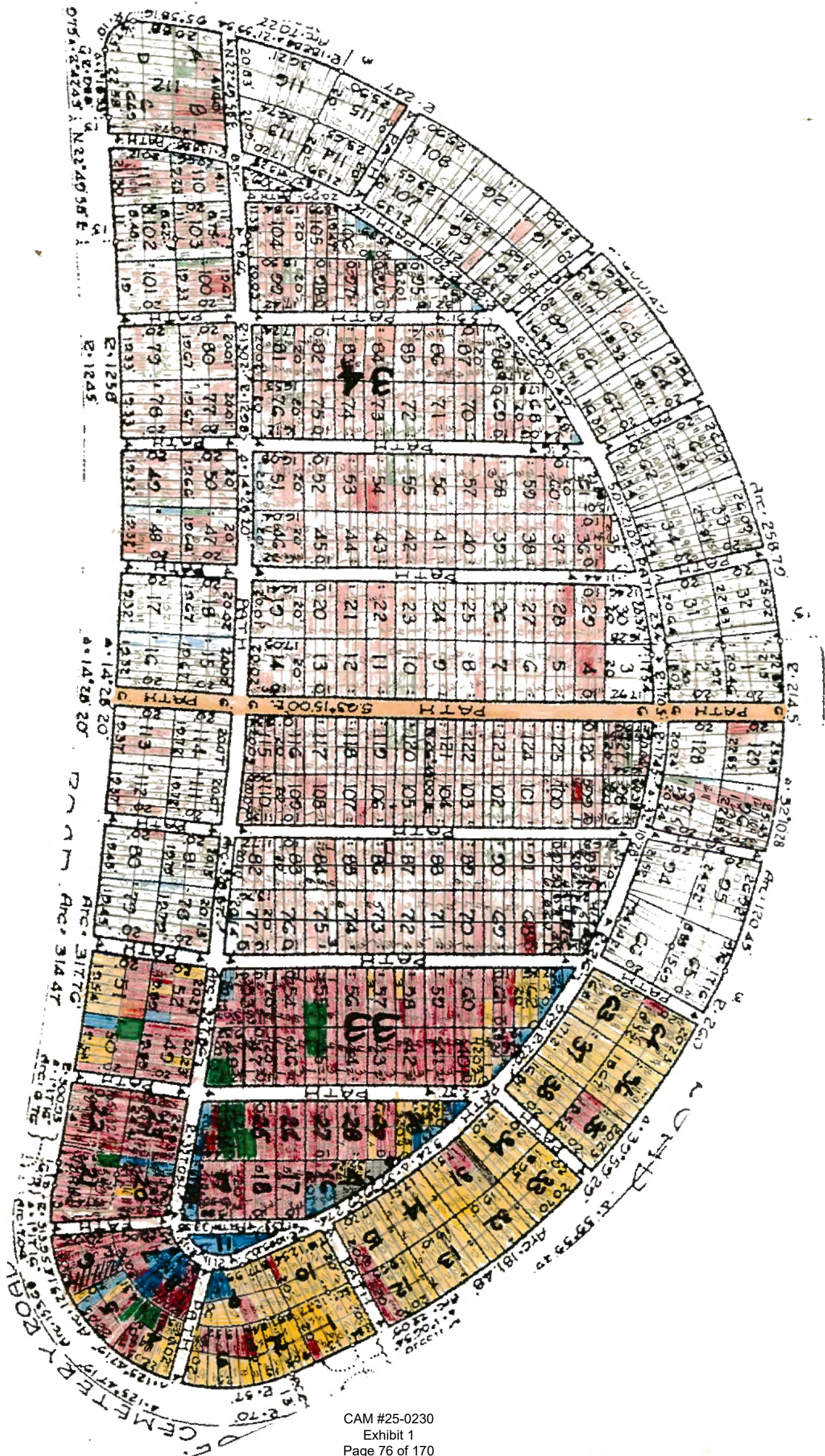








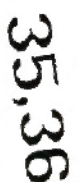
Section 33 & 34



Block 33 & 34  
9/11/03

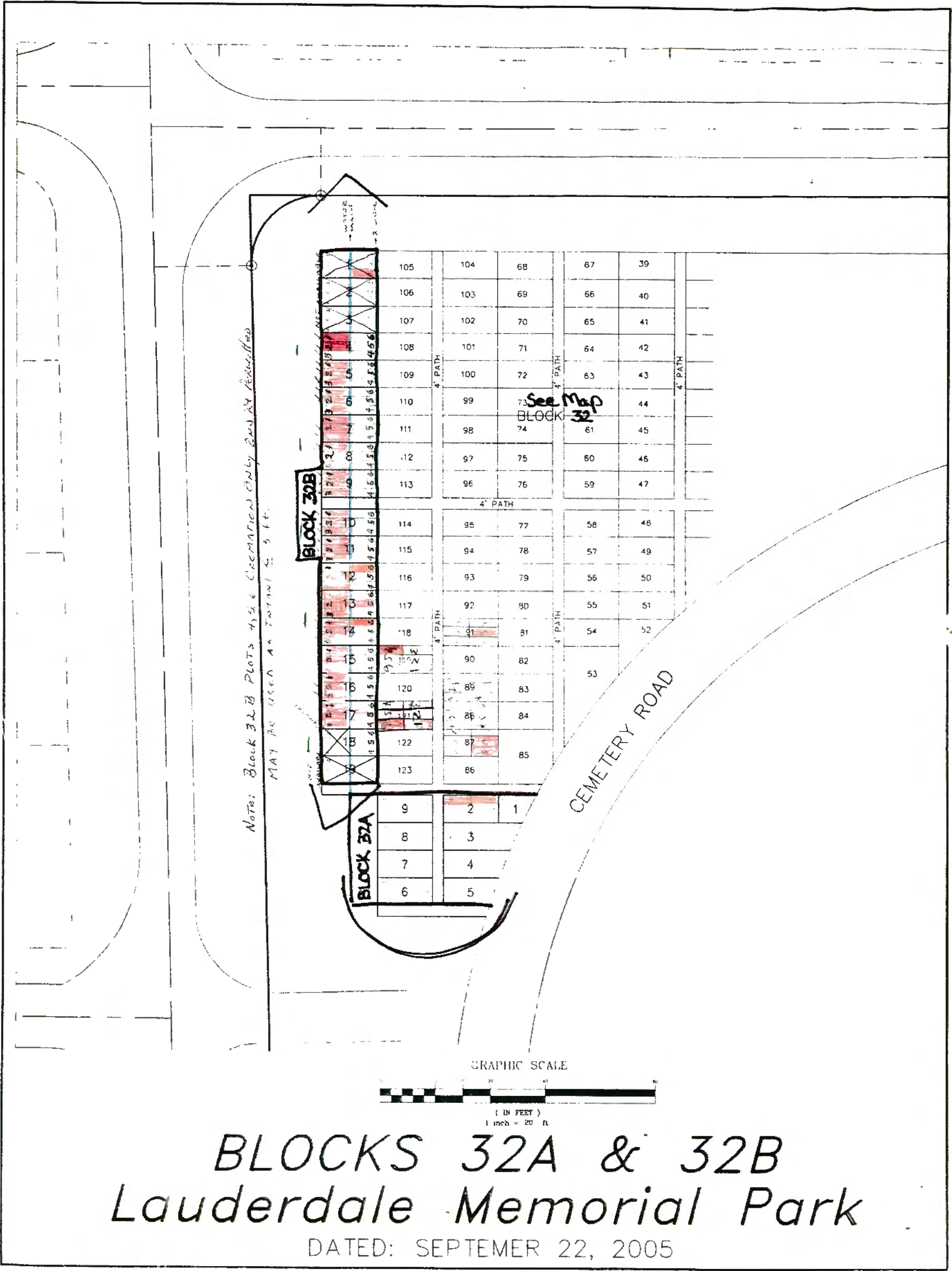
BLOCKS 33,34,







Section 32A & 32B

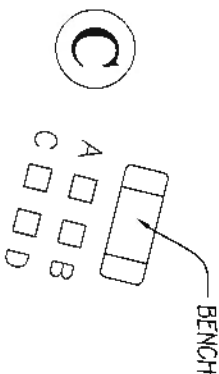
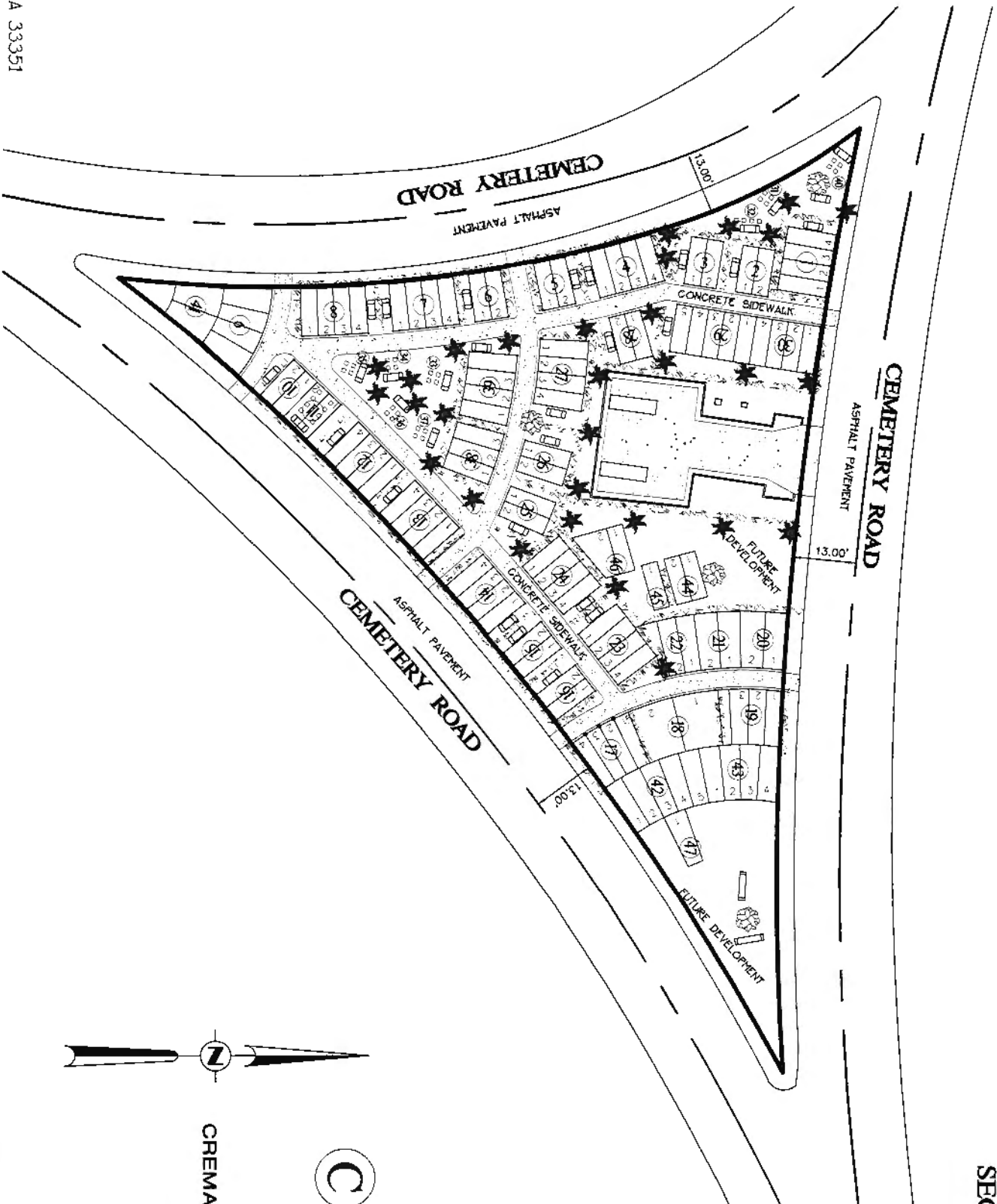


Also see Map 32

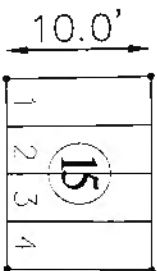


LEGEND

- ASPHALT PAVEMENT
- LOT PINS SET
- HEDGE
- CONCRETE
- ENTRY FEATURE
- TREE - EXISTING
- TREE - PROPOSED
- CREMATION ESTATES FOR INURNMENT RIGHTS



NOT TO SCALE  
CREMATION ESTATES DETAIL



NOT TO SCALE  
LOT DETAIL



SCALE 1" = 30'  
GRAPHIC SCALE



LOCATION MAP  
NOT TO SCALE

PREPARED BY:  
PULCE LAND SURVEYORS, INC.  
5381 NOB HILL ROAD, SUNRISE, FLORIDA 33351  
954-572-1777 CRAIG DOWME  
E-MAIL: SURVEYS@PULCELANDSURVEYORS.COM  
ORDER NUMBER 56478



SECTION 37  
GROUND BURIAL

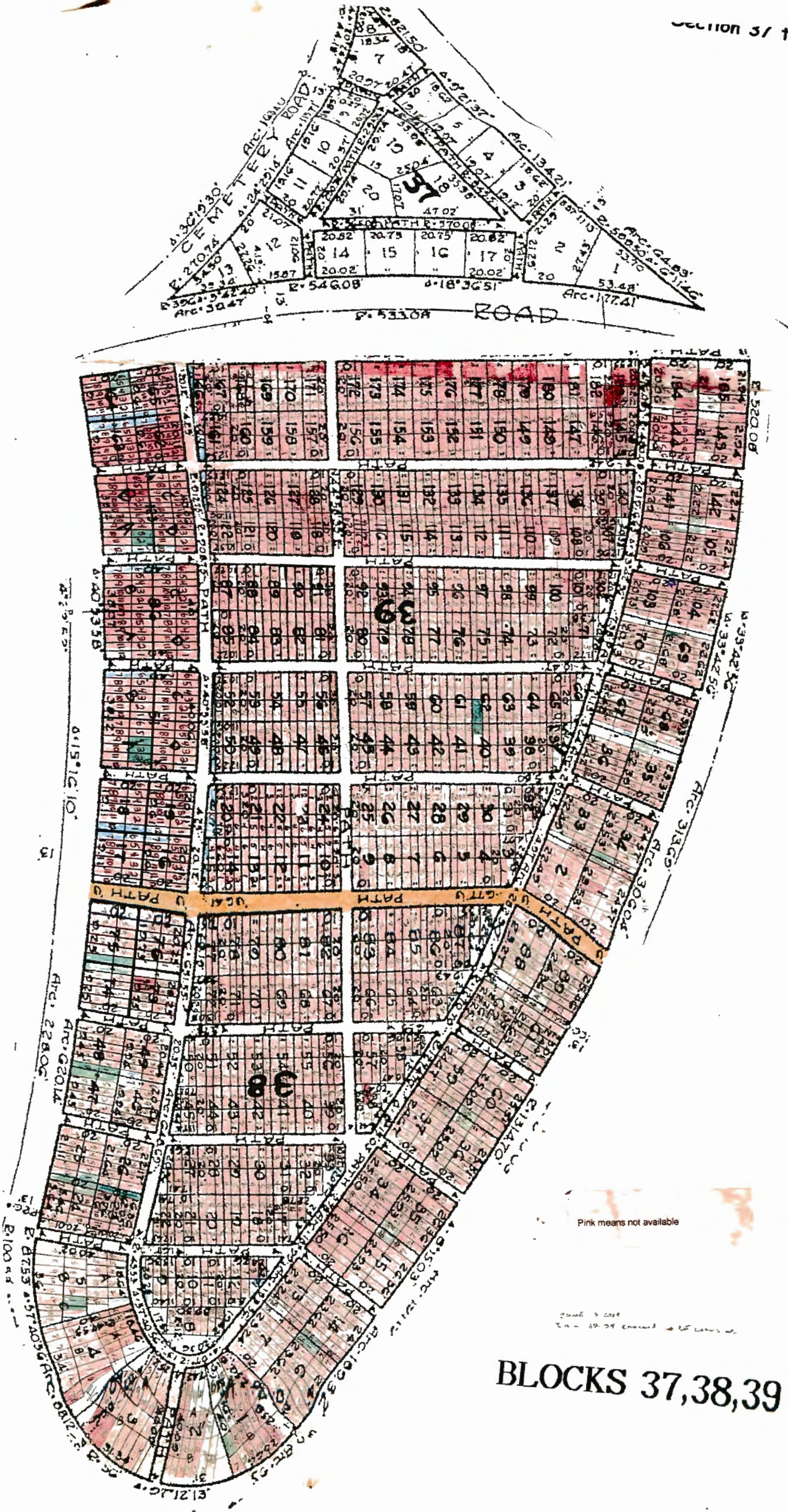
DESCRIPTION	TOTAL NUMBER
Cemetery	
HEDGE ESTATES	39
CREMATION HEDGE ESTATES	8
PROPOSED BENCHES	32

Drawn by: GO/L.S. Revisions: \_\_\_\_\_  
Checked by: \_\_\_\_\_

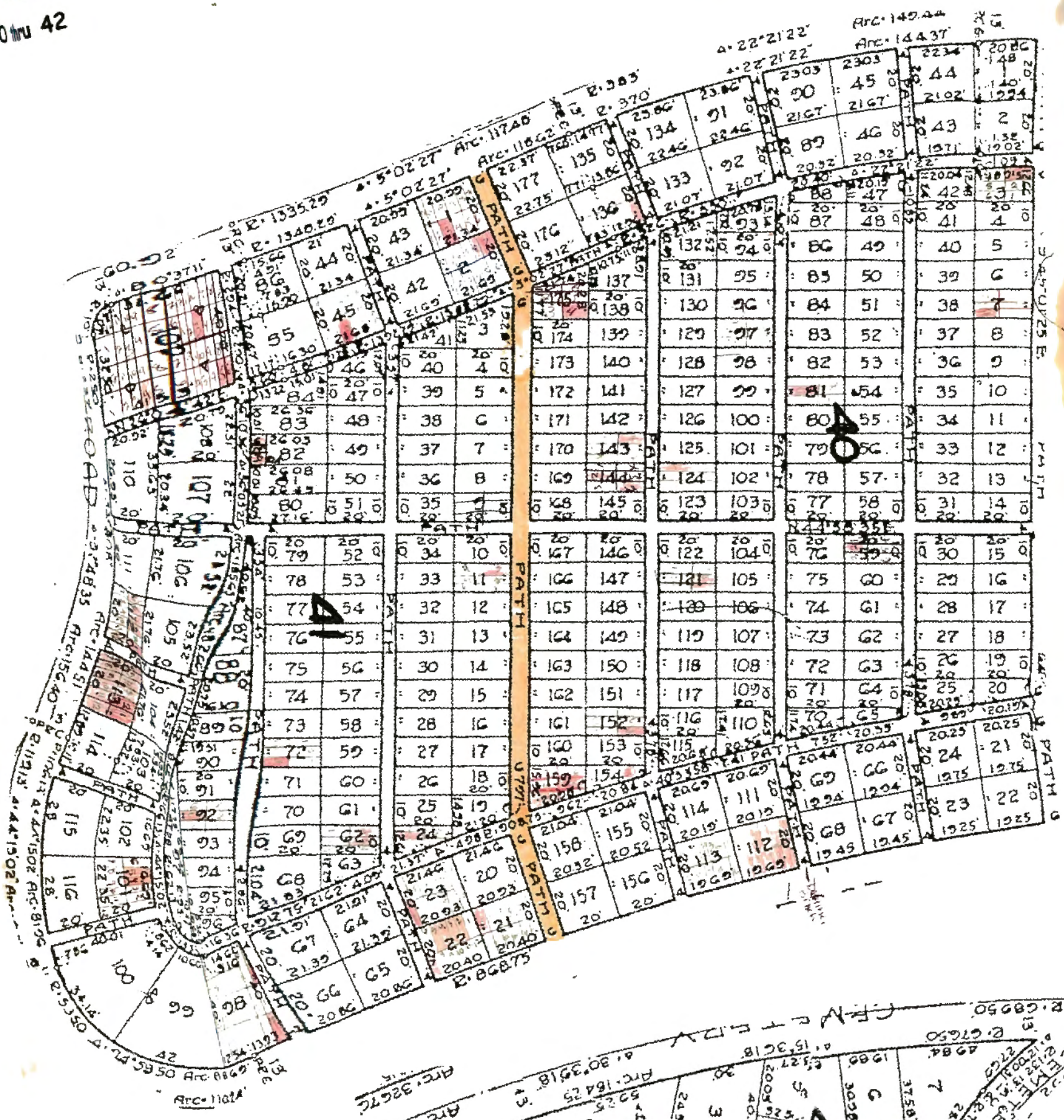
LAUDERDALE  
MEMORIAL PARK  
FORT LAUDERDALE, FLORIDA  
33315  
OCTOBER 2017



Section 3/ th







BLOCKS 40,41,42



Garden 42 Mad





# Veterans Feature Columbarium Fort Lauderdale, Florida

## Unit B

BP1.1	BP1.2	BP1.3	BP1.4	BP1.5	BP1.6	BP1.7	BP1.8	BP1.9	BP1.10	BP1.11	BP1.12	BP1.13	BP1.14	BP1.15	BP1.16
BP2.1	BP2.2	BP2.3	BP2.4	BP2.5	BP2.6	BP2.7	BP2.8	BP2.9	BP2.10	BP2.11	BP2.12	BP2.13	BP2.14	BP2.15	BP2.16

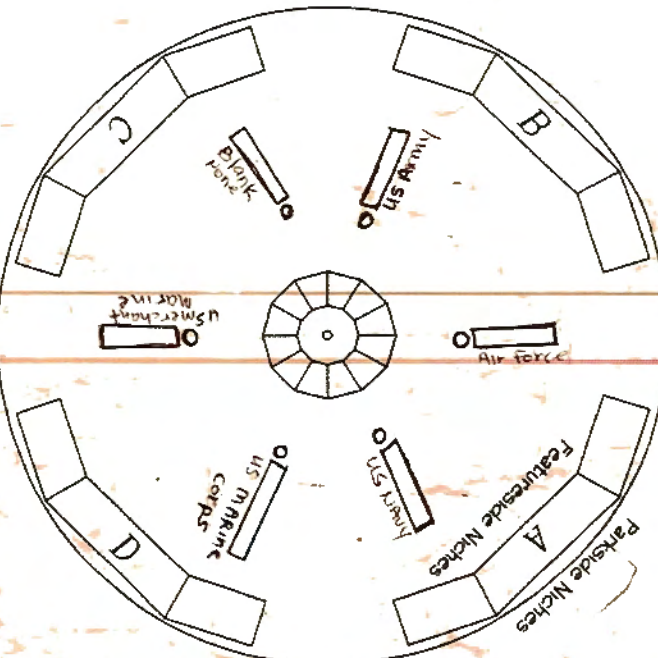
11/20/71  
Parkside Niches  
2/20/77

AP1.1	AP1.2	AP1.3	AP1.4	AP1.5	AP1.6	AP1.7	AP1.8	AP1.9	AP1.10	AP1.11	AP1.12	AP1.13	AP1.14	AP1.15	AP1.16
AP2.1	AP2.2	AP2.3	AP2.4	AP2.5	AP2.6	AP2.7	AP2.8	AP2.9	AP2.10	AP2.11	AP2.12	AP2.13	AP2.14	AP2.15	AP2.16

AP1 at 4th

NP1.1	NP1.2	NP1.3	NP1.4	NP1.5	NP1.6	NP1.7	NP1.8	NP1.9	NP1.10	NP1.11	NP1.12	NP1.13	NP1.14	NP1.15	NP1.16
NP2.1	NP2.2	NP2.3	NP2.4	NP2.5	NP2.6	NP2.7	NP2.8	NP2.9	NP2.10	NP2.11	NP2.12	NP2.13	NP2.14	NP2.15	NP2.16

LEFT to RIGHT



TOTAL 256 SPACES  
COLUMBARIUM NICHES  
OVERALL OF ALL FOUR AREAS

## Unit C

CP1.1	CP1.2	CP1.3	CP1.4	CP1.5	CP1.6	CP1.7	CP1.8	CP1.9	CP1.10	CP1.11	CP1.12	CP1.13	CP1.14	CP1.15	CP1.16
CP2.1	CP2.2	CP2.3	CP2.4	CP2.5	CP2.6	CP2.7	CP2.8	CP2.9	CP2.10	CP2.11	CP2.12	CP2.13	CP2.14	CP2.15	CP2.16

1/21/71  
Parkside Niches

DP1.1	DP1.2	DP1.3	DP1.4	DP1.5	DP1.6	DP1.7	DP1.8	DP1.9	DP1.10	DP1.11	DP1.12	DP1.13	DP1.14	DP1.15	DP1.16
DP2.1	DP2.2	DP2.3	DP2.4	DP2.5	DP2.6	DP2.7	DP2.8	DP2.9	DP2.10	DP2.11	DP2.12	DP2.13	DP2.14	DP2.15	DP2.16

## Unit D

CF1.1	CF1.2	CF1.3	CF1.4	CF1.5	CF1.6	CF1.7	CF1.8	CF1.9	CF1.10	CF1.11	CF1.12	CF1.13	CF1.14	CF1.15	CF1.16
CF2.1	CF2.2	CF2.3	CF2.4	CF2.5	CF2.6	CF2.7	CF2.8	CF2.9	CF2.10	CF2.11	CF2.12	CF2.13	CF2.14	CF2.15	CF2.16

Level 1  
Featureside Niches

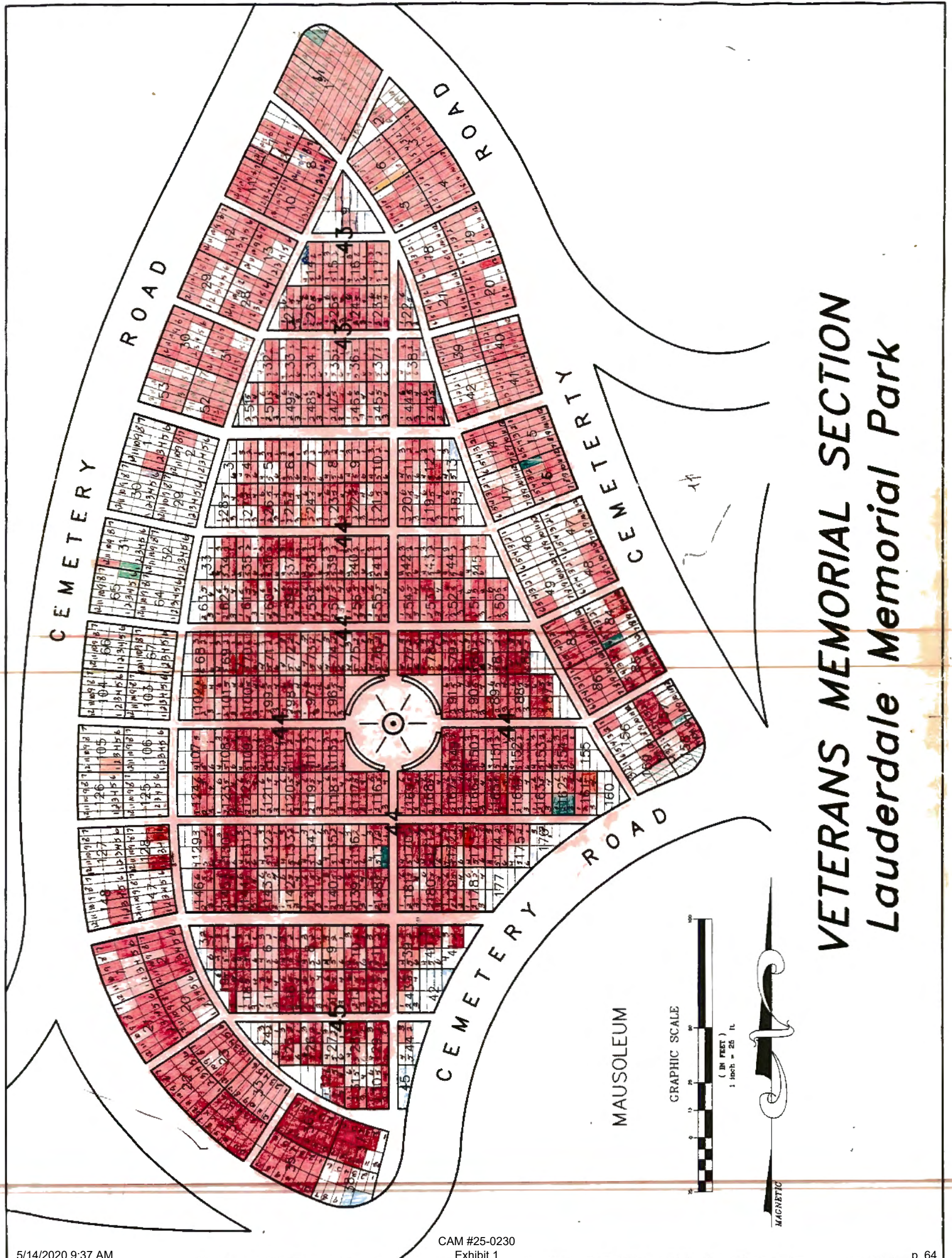
DF1.1	DF1.2	DF1.3	DF1.4	DF1.5	DF1.6	DF1.7	DF1.8	DF1.9	DF1.10	DF1.11	DF1.12	DF1.13	DF1.14	DF1.15	DF1.16
DF2.1	DF2.2	DF2.3	DF2.4	DF2.5	DF2.6	DF2.7	DF2.8	DF2.9	DF2.10	DF2.11	DF2.12	DF2.13	DF2.14	DF2.15	DF2.16

LEFT to RIGHT

SCALE: NTS INDEX <b>071</b>	Veterans Feature Columbarium Lauderdale Memorial Park 2001 S.W. 4th. Ave. Fort Lauderdale, Florida		DATE 4/1/98	NOTES SALES MAP	DRAWN BY: DAVID STANLEY	ECI CEMETERY SERVICES, INC. OPERATIONS DEPARTMENT P.O. BOX 220 WURKIN, TEXAS 75302-0220 PHONE: (409) 631-6700 FAX: (409) 631-8878
					APPROVED BY: JOE THOMPSON	<b>ECI</b>

SE  
 MNF -  
 MNP -  
 LCL  
 APL -  
 Sec 44 - det. niches.





VETERANS MEMORIAL SECTION  
Lauderdale Memorial Park



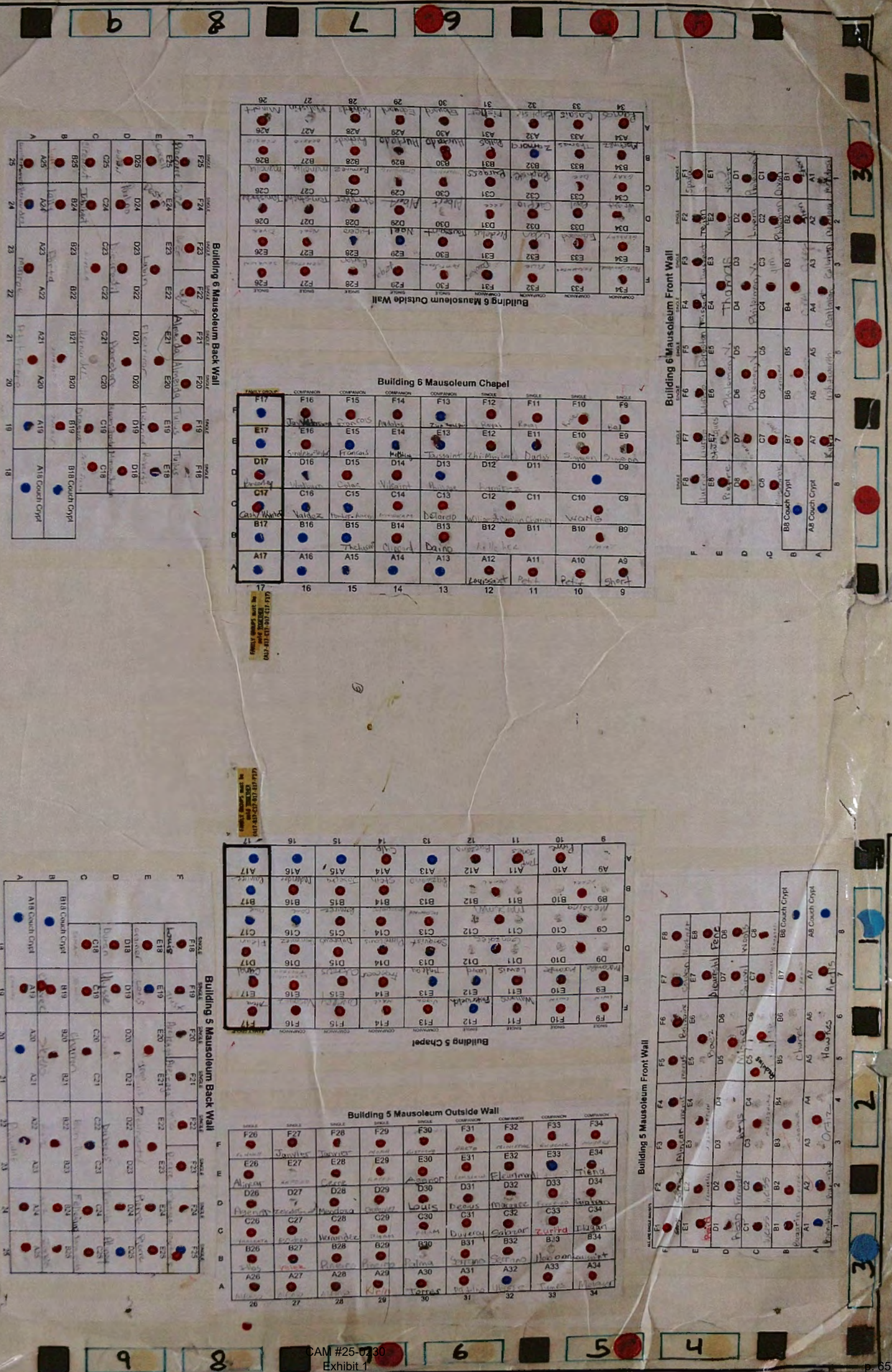
● = Available  
● = Sold  
□ = Bench  
■ = Column

# Building 6

AC1

AC2

# Build

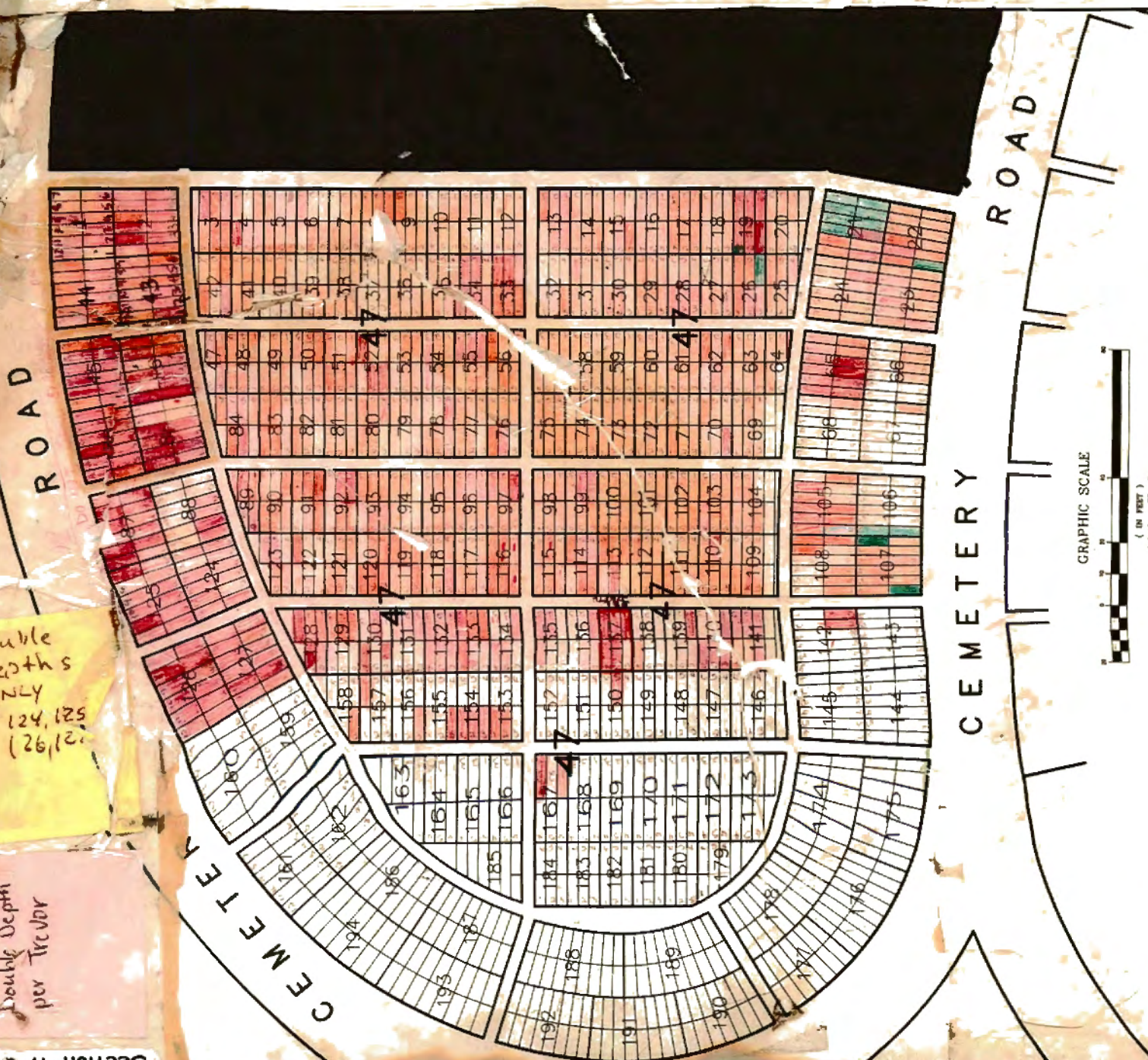




Double  
Deaths  
ONLY  
LOT 124, 125  
126, 127

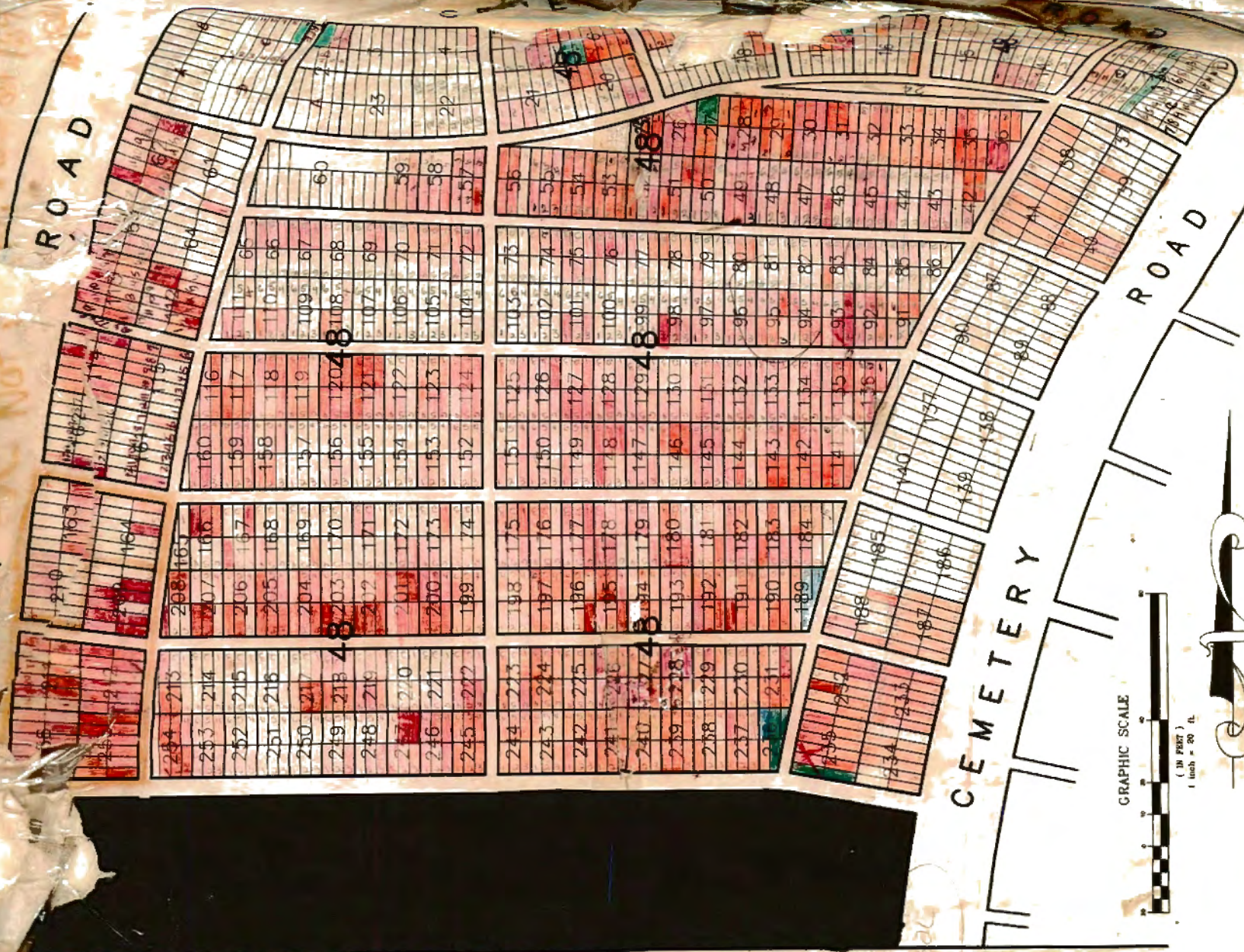
lot 137  
Double Depth  
per Trevor

Section 47 & 48



# Block 47 Lauderdale Memorial Park

DATED: JANUAR 2, 2004.

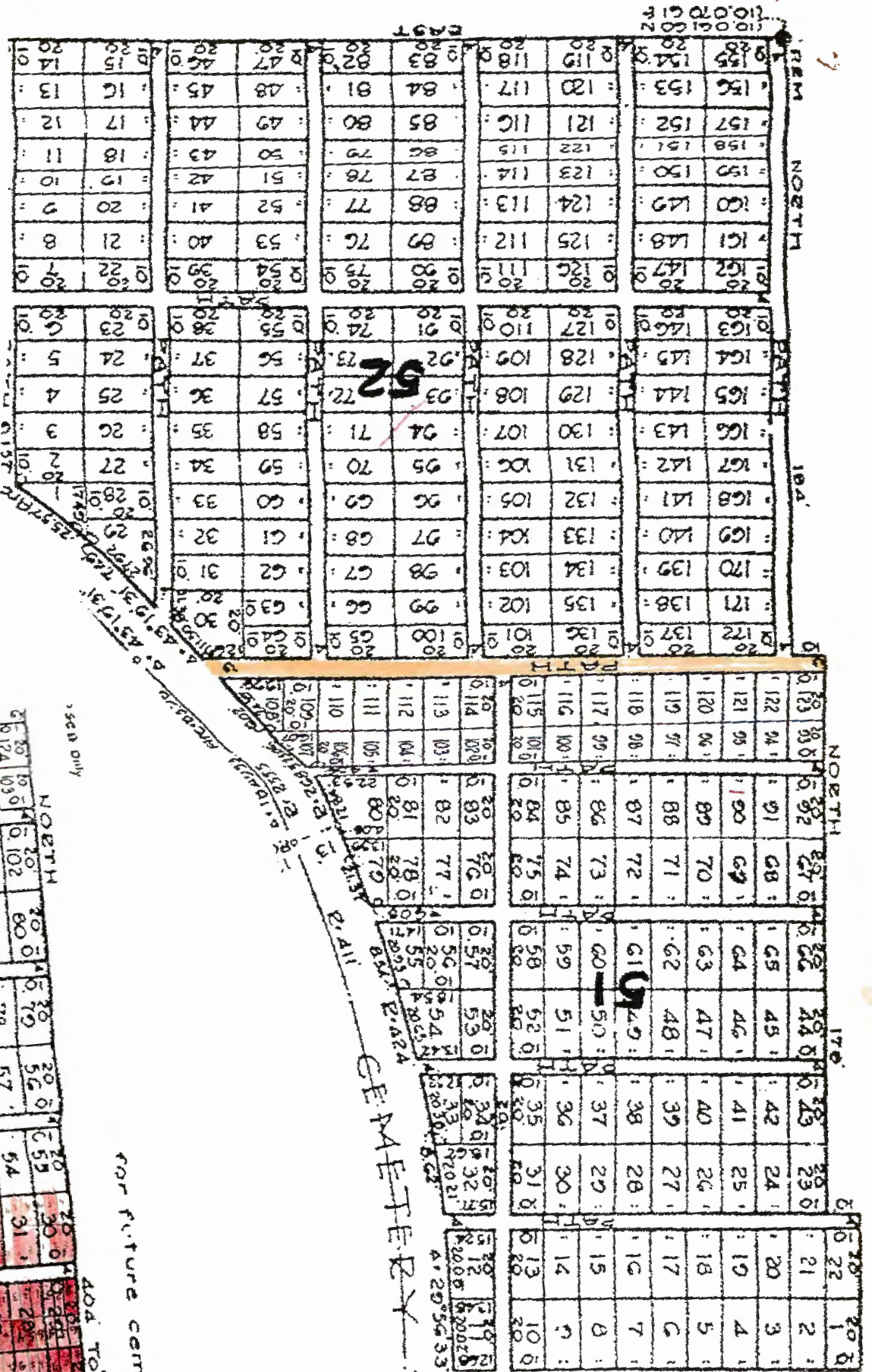


# Block 48 Lauderdale Memorial Park

DATED JANUARY 2, 2004.



Reserved for



Reserved for future cemetery purposes

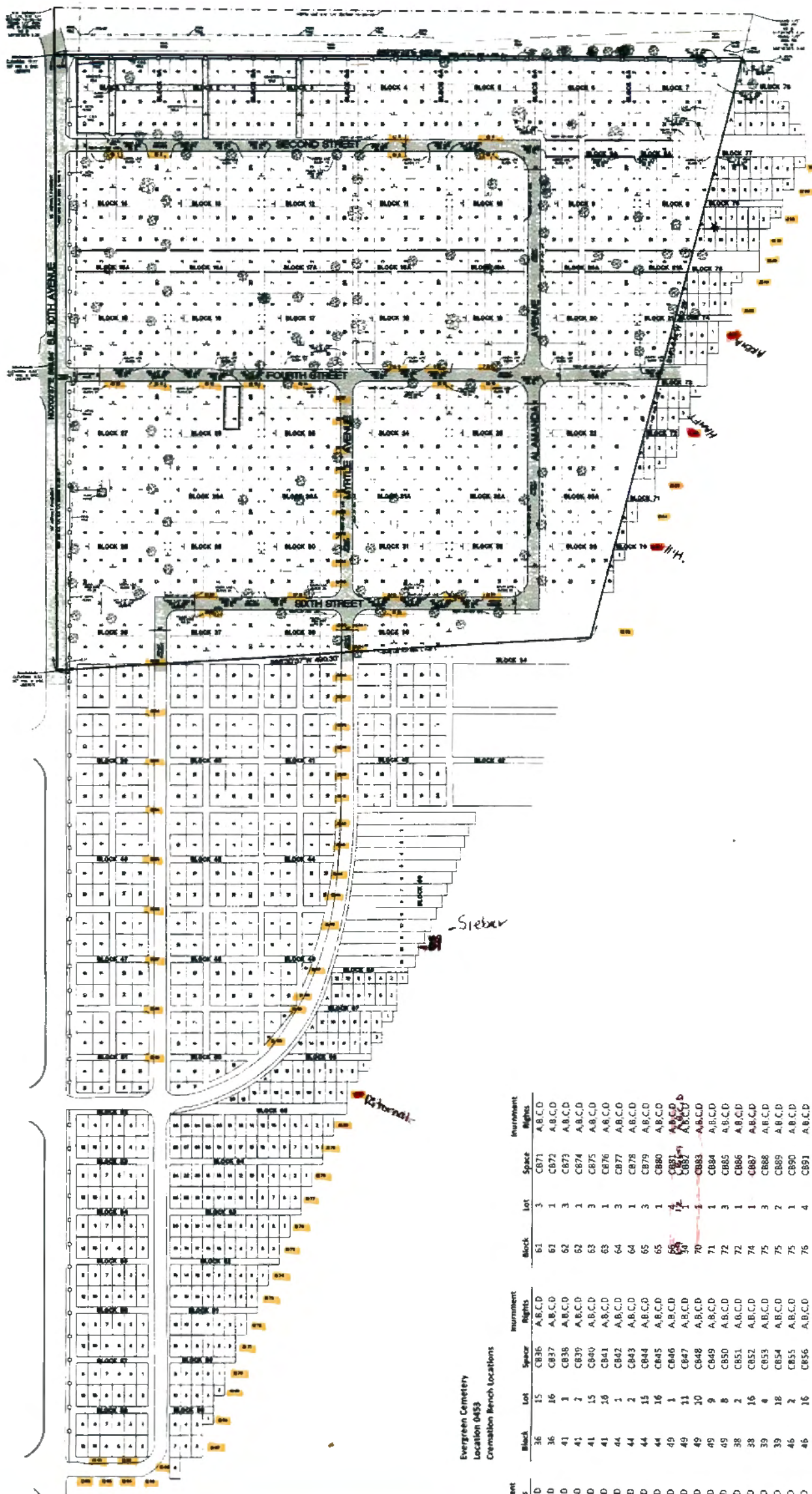
BLOCKS 49,50,51,52

LAUDERDALE  
Section 49 thru 52



100% RECYCLED  
2 color  
foam Board  
and Pending Dual Color Technology  
for use with Ink, Markers and Pens  
0.130 in (51 x 76 cm)  
0 4710647 00004  
Made in China - Recycled Computer Products, Inc.  
www.recycledcomputerproducts.com  
Call 800-822-2222 or 714-942-2222

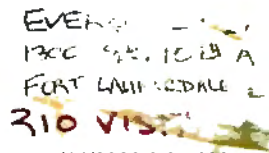
# EVERGREEN BENCH CREMATION



Evergreen Cemetery  
Location 0453  
Cremation Bench Locations

Block	Lot	Space	Instrument	Block	Lot	Space	Instrument	Block	Lot	Space	Instrument
14	5	CB1	A.B.C.D	36	15	CB36	A.B.C.D	61	3	CB71	A.B.C.D
14	20	CB2	A.B.C.D	36	16	CB37	A.B.C.D	61	1	CB72	A.B.C.D
11	5	CB3	A.B.C.D	41	1	CB38	A.B.C.D	62	3	CB73	A.B.C.D
10	5	CB4	A.B.C.D	41	2	CB39	A.B.C.D	62	1	CB74	A.B.C.D
4	14	CB5	A.B.C.D	41	15	CB40	A.B.C.D	63	3	CB75	A.B.C.D
5	12	CB6	A.B.C.D	41	16	CB41	A.B.C.D	63	1	CB76	A.B.C.D
19	14	CB7	A.B.C.D	44	1	CB42	A.B.C.D	64	3	CB77	A.B.C.D
18	17	CB8	A.B.C.D	44	2	CB43	A.B.C.D	64	1	CB78	A.B.C.D
18	14	CB9	A.B.C.D	44	15	CB44	A.B.C.D	65	3	CB79	A.B.C.D
27	5	CB10	A.B.C.D	44	16	CB45	A.B.C.D	65	1	CB80	A.B.C.D
27	20	CB11	A.B.C.D	49	1	CB46	A.B.C.D	65	3	CB81	A.B.C.D
26	5	CB12	A.B.C.D	49	11	CB47	A.B.C.D	66	4	CB82	A.B.C.D
26	20	CB13	A.B.C.D	49	10	CB48	A.B.C.D	66	1	CB83	A.B.C.D
25	5	CB14	A.B.C.D	49	9	CB49	A.B.C.D	70	1	CB84	A.B.C.D
25	20	CB15	A.B.C.D	49	8	CB50	A.B.C.D	71	3	CB85	A.B.C.D
22	5	CB16	A.B.C.D	49	2	CB51	A.B.C.D	72	1	CB86	A.B.C.D
25	1	CB17	A.B.C.D	38	16	CB52	A.B.C.D	74	1	CB87	A.B.C.D
25	2	CB18	A.B.C.D	39	4	CB53	A.B.C.D	75	3	CB88	A.B.C.D
30A	15	CB19	A.B.C.D	39	18	CB54	A.B.C.D	75	2	CB89	A.B.C.D
30A	16	CB20	A.B.C.D	46	2	CB55	A.B.C.D	75	1	CB90	A.B.C.D
30A	1	CB21	A.B.C.D	46	16	CB56	A.B.C.D	76	4	CB91	A.B.C.D
30	1	CB22	A.B.C.D	47	2	CB57	A.B.C.D	76	1	CB92	A.B.C.D
30	2	CB23	A.B.C.D	47	16	CB58	A.B.C.D	77	3	CB93	A.B.C.D
30	15	CB24	A.B.C.D	51	2	CB59	A.B.C.D	77	1	CB94	A.B.C.D
30	16	CB25	A.B.C.D	58	6	CB60	A.B.C.D				
29	12	CB26	A.B.C.D	58	10	CB61	A.B.C.D				
30	12	CB27	A.B.C.D	58	12	CB62	A.B.C.D				
31	12	CB28	A.B.C.D	58	8	CB63	A.B.C.D				
32	10	CB29	A.B.C.D	58	4	CB64	A.B.C.D				
32	12	CB30	A.B.C.D	58	2	CB65	A.B.C.D				
35	5	CB31	A.B.C.D	59	8	CB66	A.B.C.D				
37	5	CB32	A.B.C.D	59	3	CB67	A.B.C.D				
35	7	CB33	A.B.C.D	59	1	CB68	A.B.C.D				
35	8	CB34	A.B.C.D	60	1	CB69	A.B.C.D				
36	1	CB35	A.B.C.D	60	1	CB70	A.B.C.D				



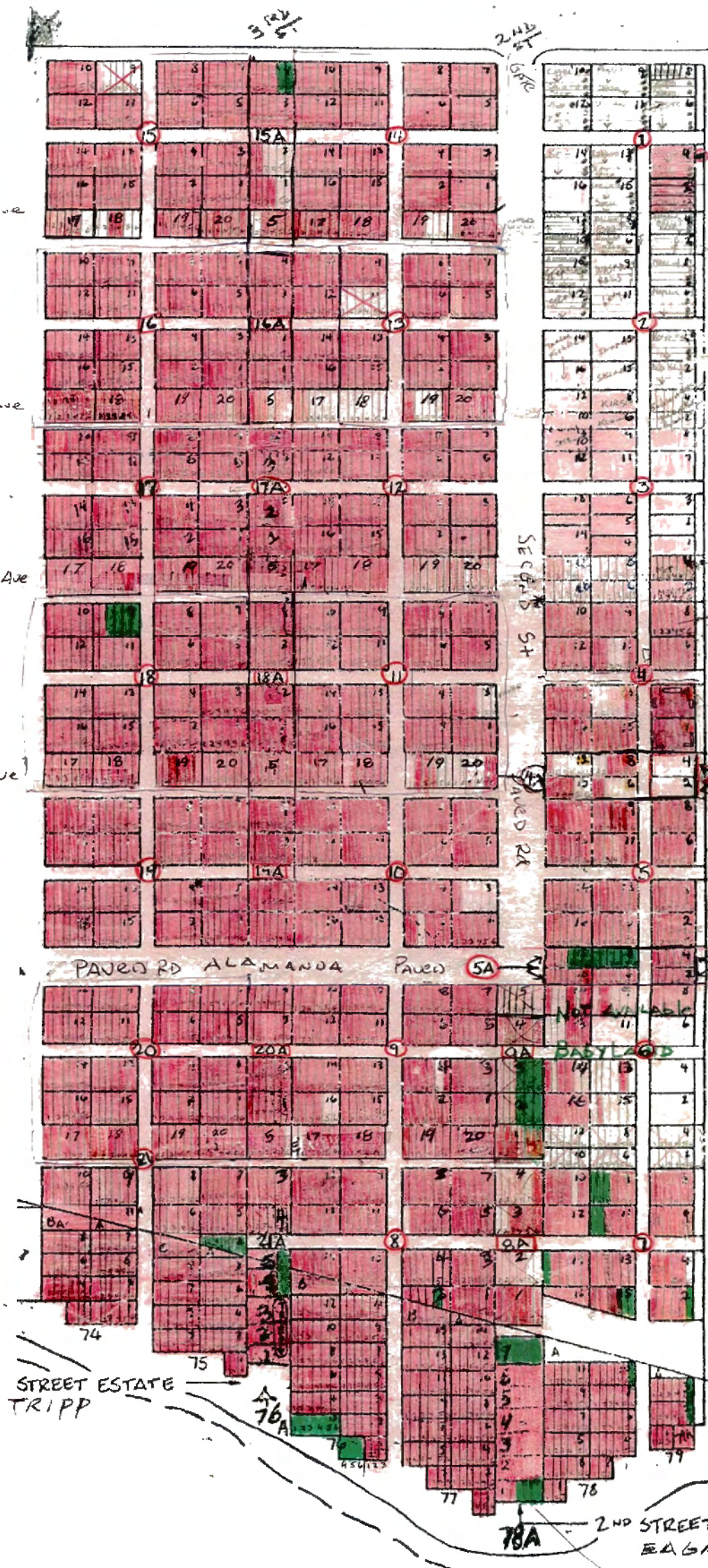




EVERGREEN CEMETERY

Section 1 thru 21

SE 12 STREET



Pre-Installed Lawn Crypts. Groups can not be broken up and must be sold As stated below.

- Block 4, Lot 11, Spaces 1,2: Group of two Lawn Crypts
- Block 4, Lot 11, Spaces 3,4: Group of two Lawn Crypts
- Block 4, Lot 11, Spaces 5,6: Group of two Lawn Crypts
- Block 4, Lot 12, Spaces 4,5,6: Group of three Lawn Crypts
- Block 4, Lot 14, Spaces 3-6: Group of four Lawn Crypts
- Block 4, Lot 15, Spaces 1-6: Group of 6 Lawn Crypts
- Block 4, Lot 8, Spaces 1-6: Group of 6 Lawn Crypts



- NOTE 4A IS ONLY AVAILABLE FOR A PRIVATE ESTATE. SEE LOT 254

8A-1 & 2 DBL Depth Only

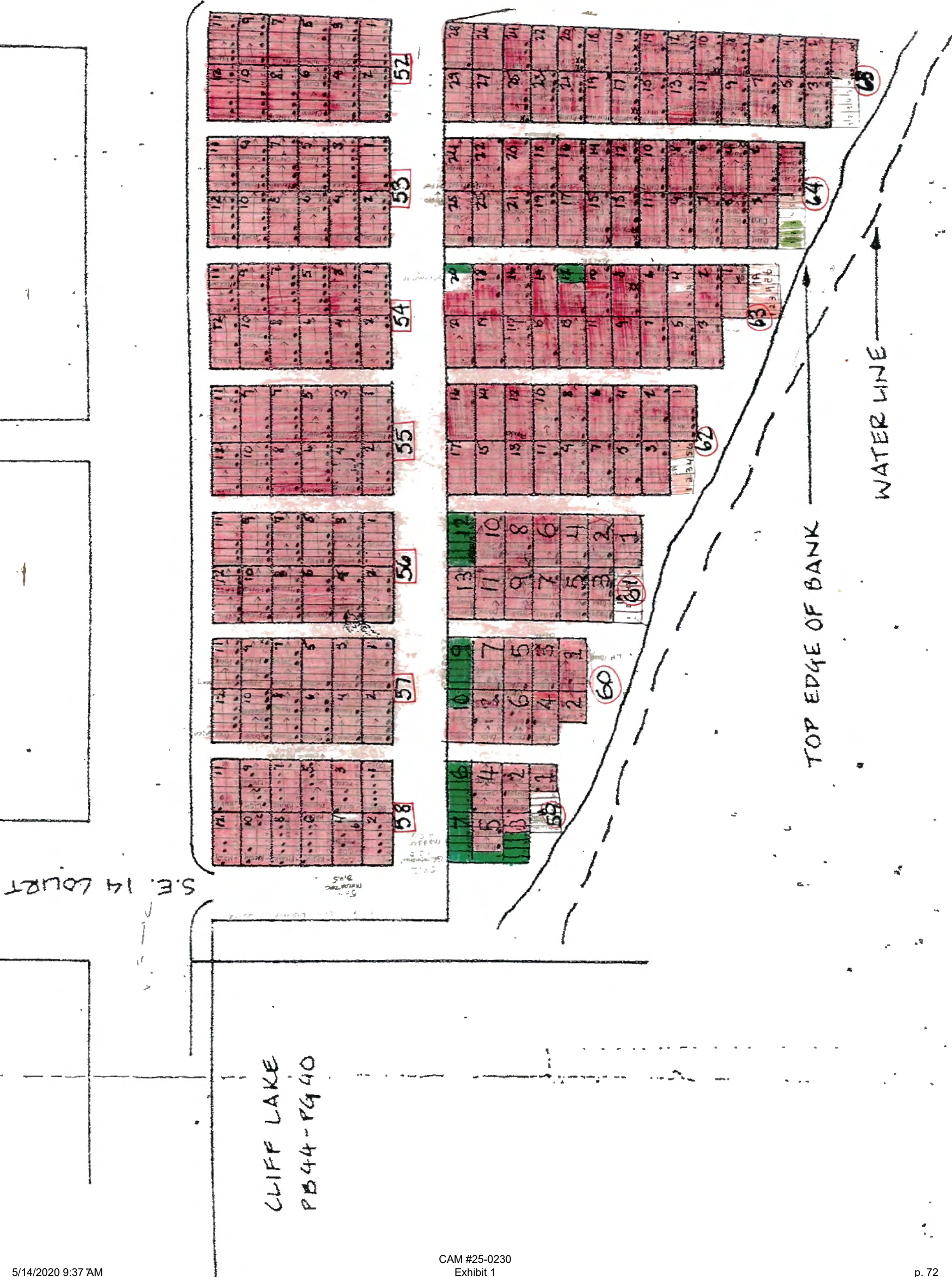


576  
57





EVERGREEN CEMETERY  
Section 52 thru 65

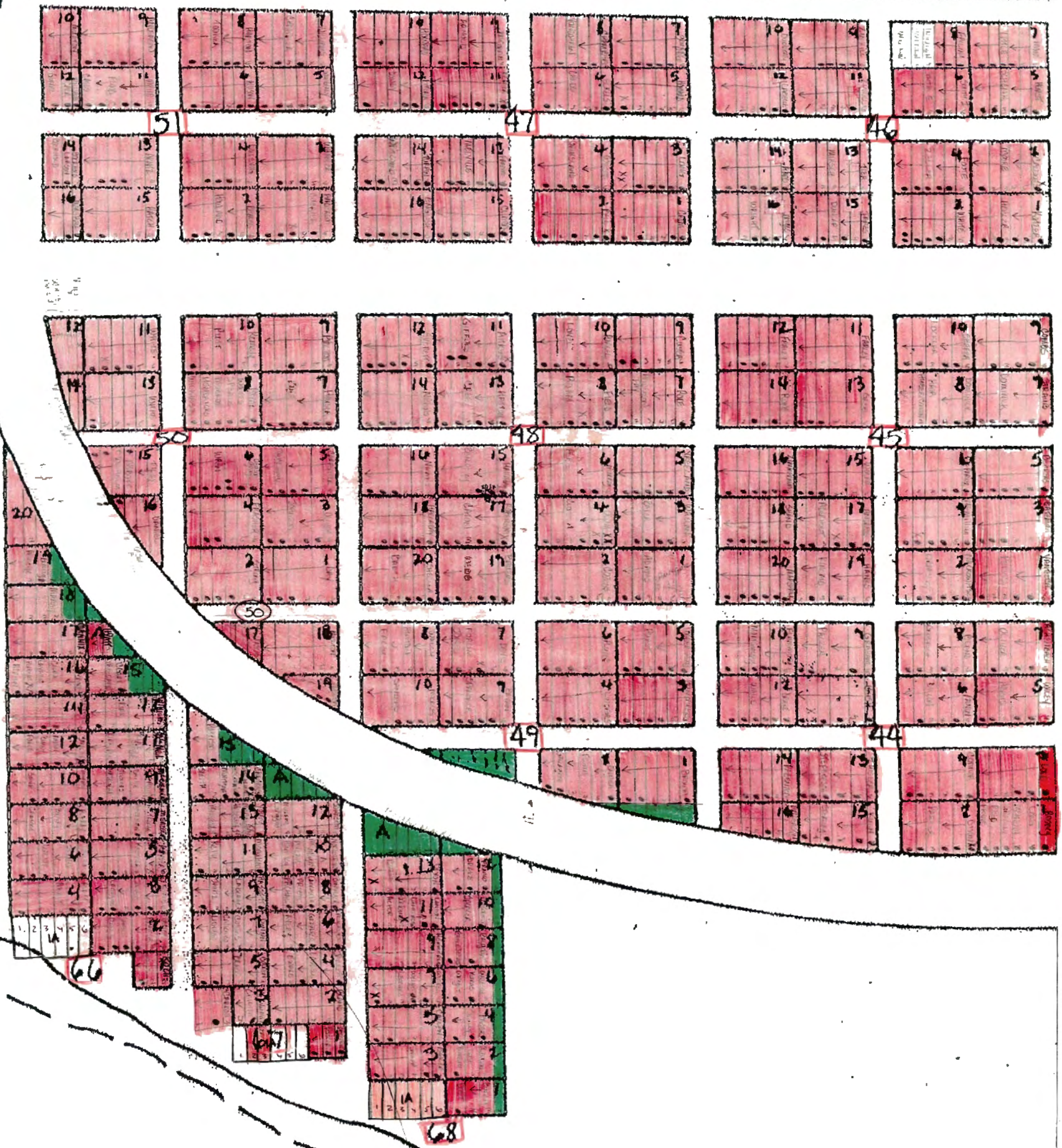




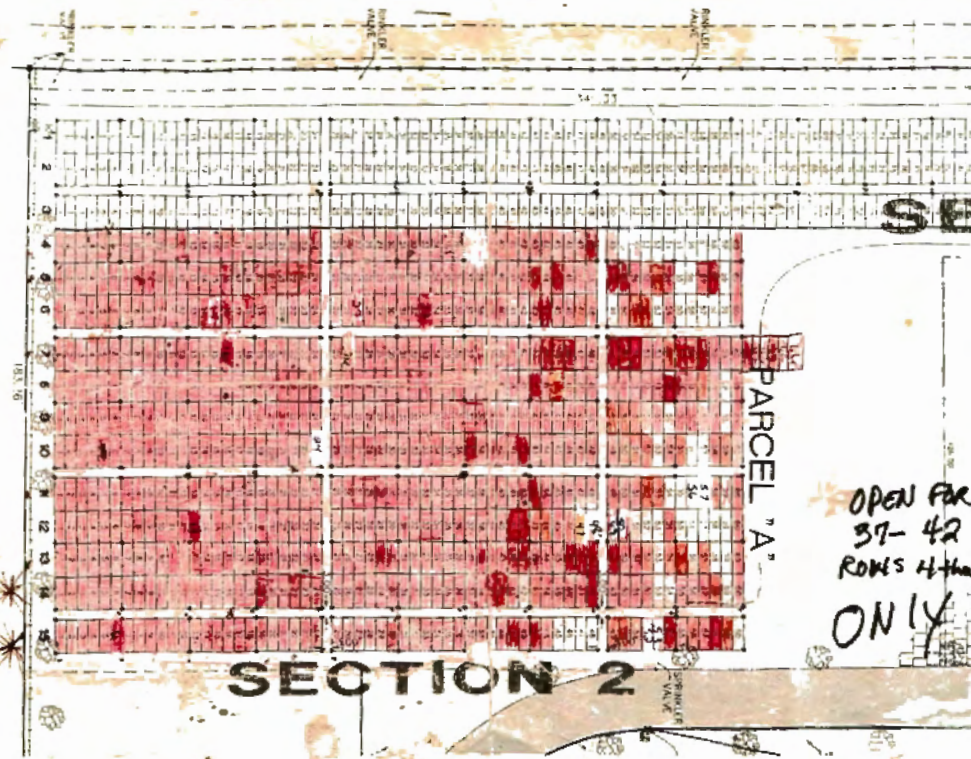
51

Section 44 thru 46  
Plus 66 thru 68

S.E. 10 AVENUE



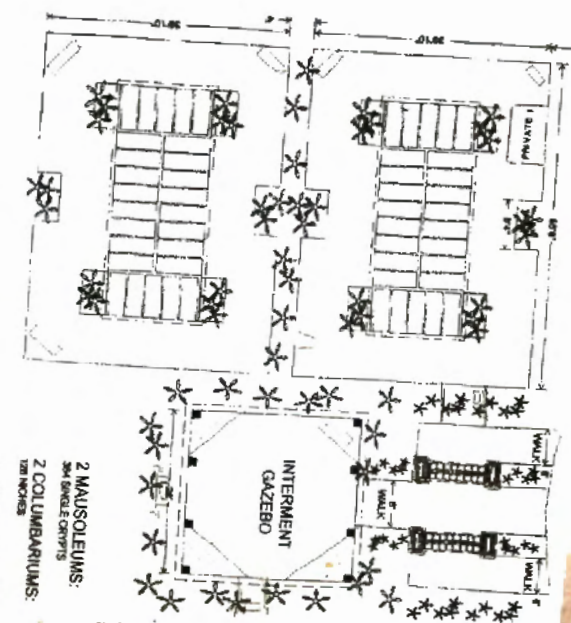
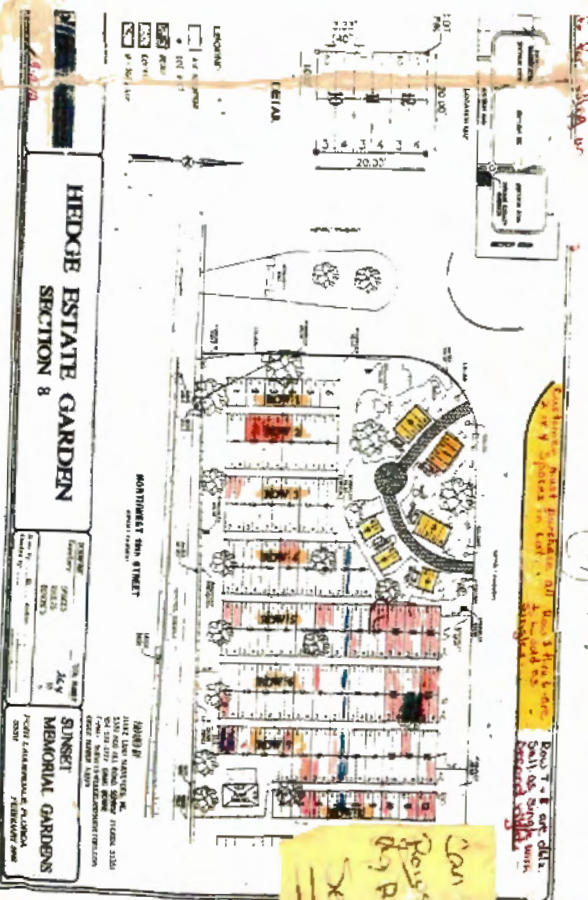




OPEN FOR AT-NEED  
37-42 PRE-NEED  
ROWS 4th-14  
ONLY

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ONLY ROW 4, 5, 6, 7, 8, 9, 10, 11, 12  
FOR AT-NEED 10/11/12  
ALL AVAILABLE FOR  
PRE-NEED  
Section 8



Can not sell  
Rows 1, 2, 3  
of Pre-Section  
Section 8

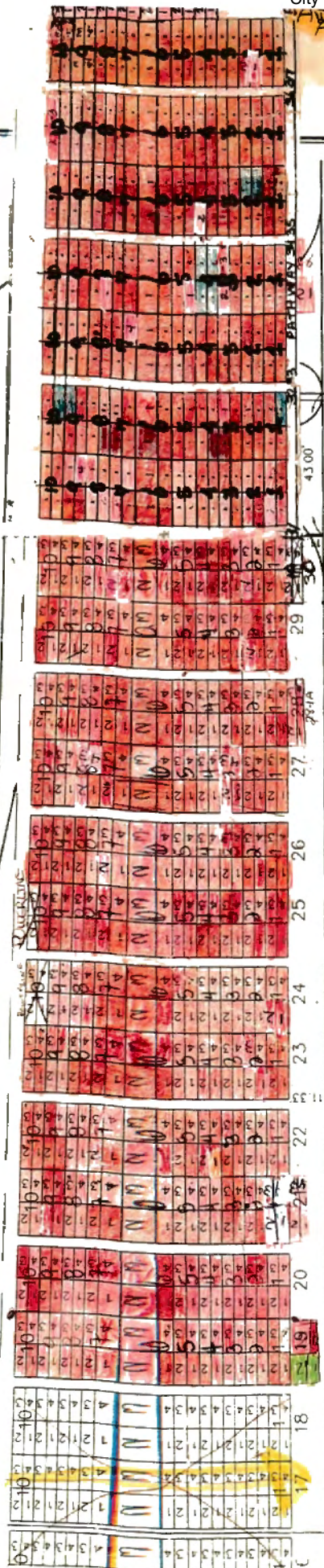


SUNSET MEMORIAL GARDENS  
REVISED SECTION THREE  
PARCEL 'B'

PAGE 1 OF 1

SECTION THREE  
PARCEL 'A'

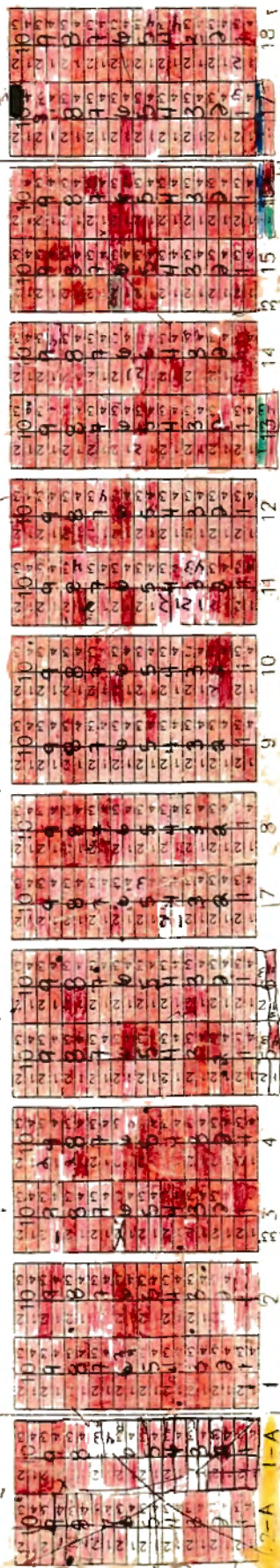
PARCEL 'B'



N90°00'00"E 1363.01'

SECTION THREE  
PARCEL 'A'

S89°57'50"E 1909.97'



N90°00'00"E



p. 76

5A 7/11/17

Section 17.

17-A

18-A

SECTION TWO

PARCEL 'C'

S89°57'50"E 1909.97'

SECTION 'A' PARCEL 'A' THREE

A3

CAM #25-0230

Exhibit 1

Page 96 of 170

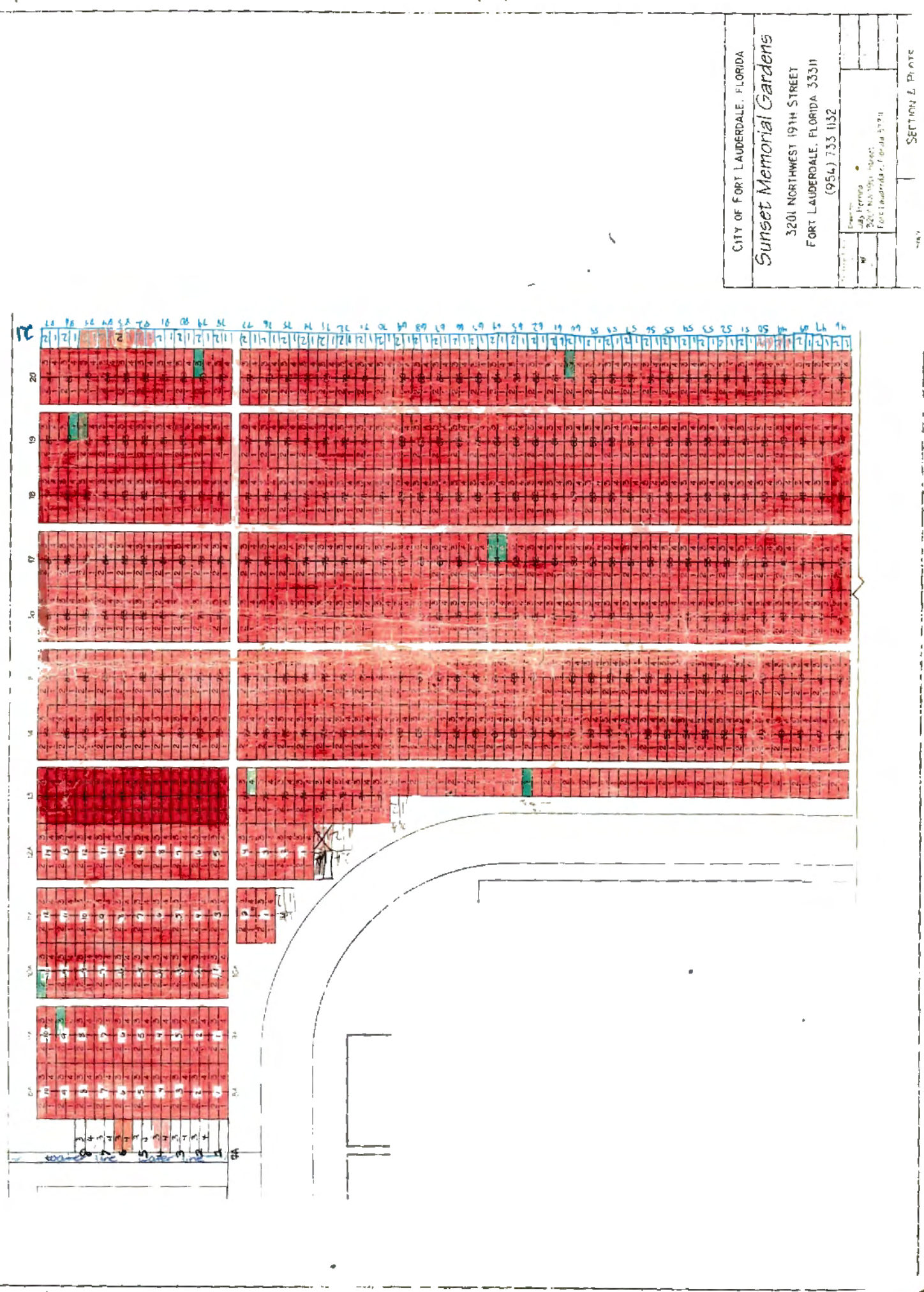
5/14/2020 9:37 AM

LAUNCHING ENGINEERING CORPORATION  
10000 WILSON AVENUE  
SUITE 200  
LOS ANGELES, CALIF. 90024  
TEL: (213) 742-2944  
FAX: (213) 742-2944

**SUNSET M. MORIAL GARDENS  
REVISED SECTION THREE  
PARCEL 'B'**

PAGE 2 OF 2



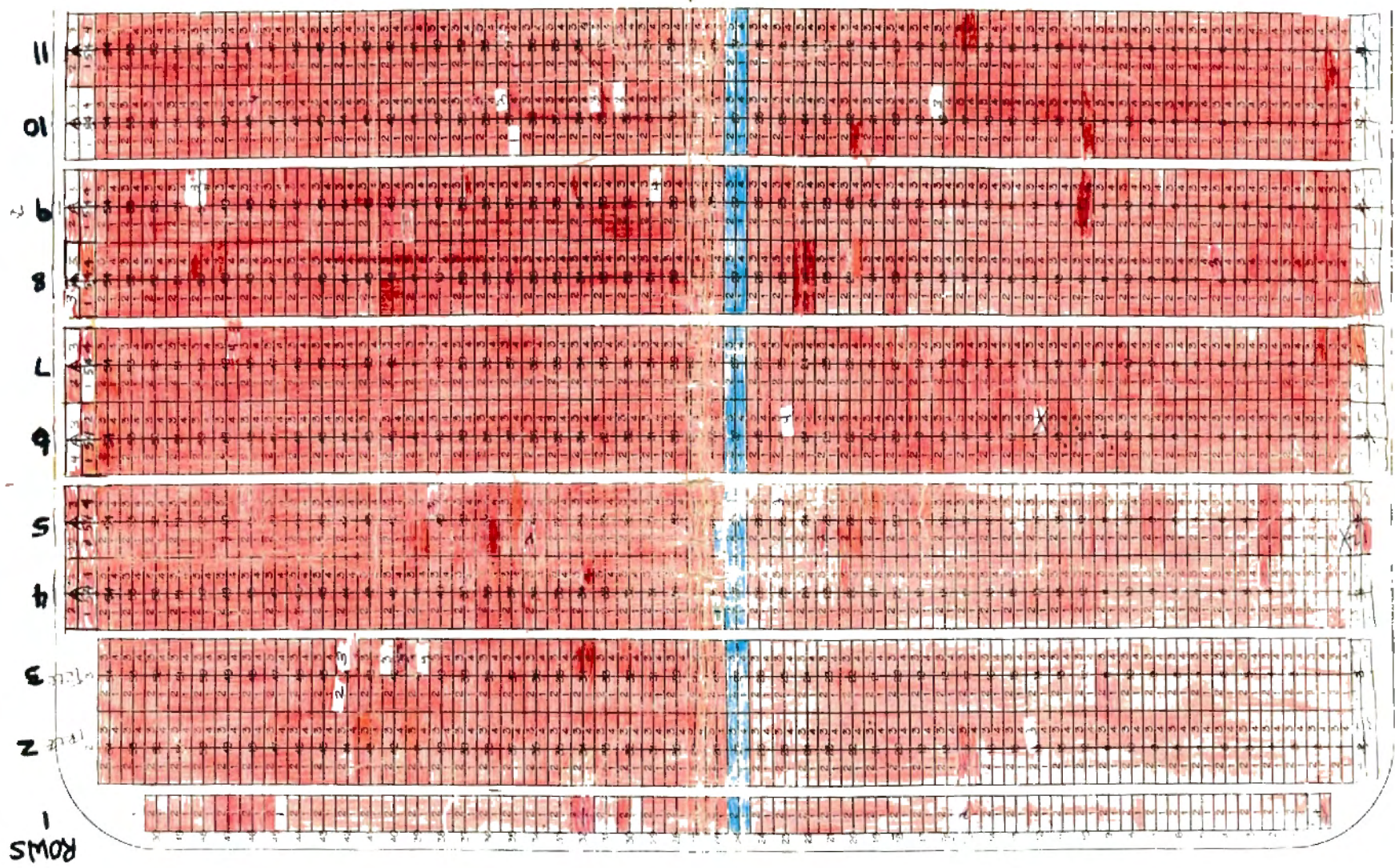


CITY OF FORT LAUDERDALE, FLORIDA  
*Sunset Memorial Gardens*  
3201 NORTHWEST 19TH STREET  
FORT LAUDERDALE, FLORIDA 33311  
(954) 733 1132

Fort Lauderdale, Florida 33311

SECTION 1, PLATE

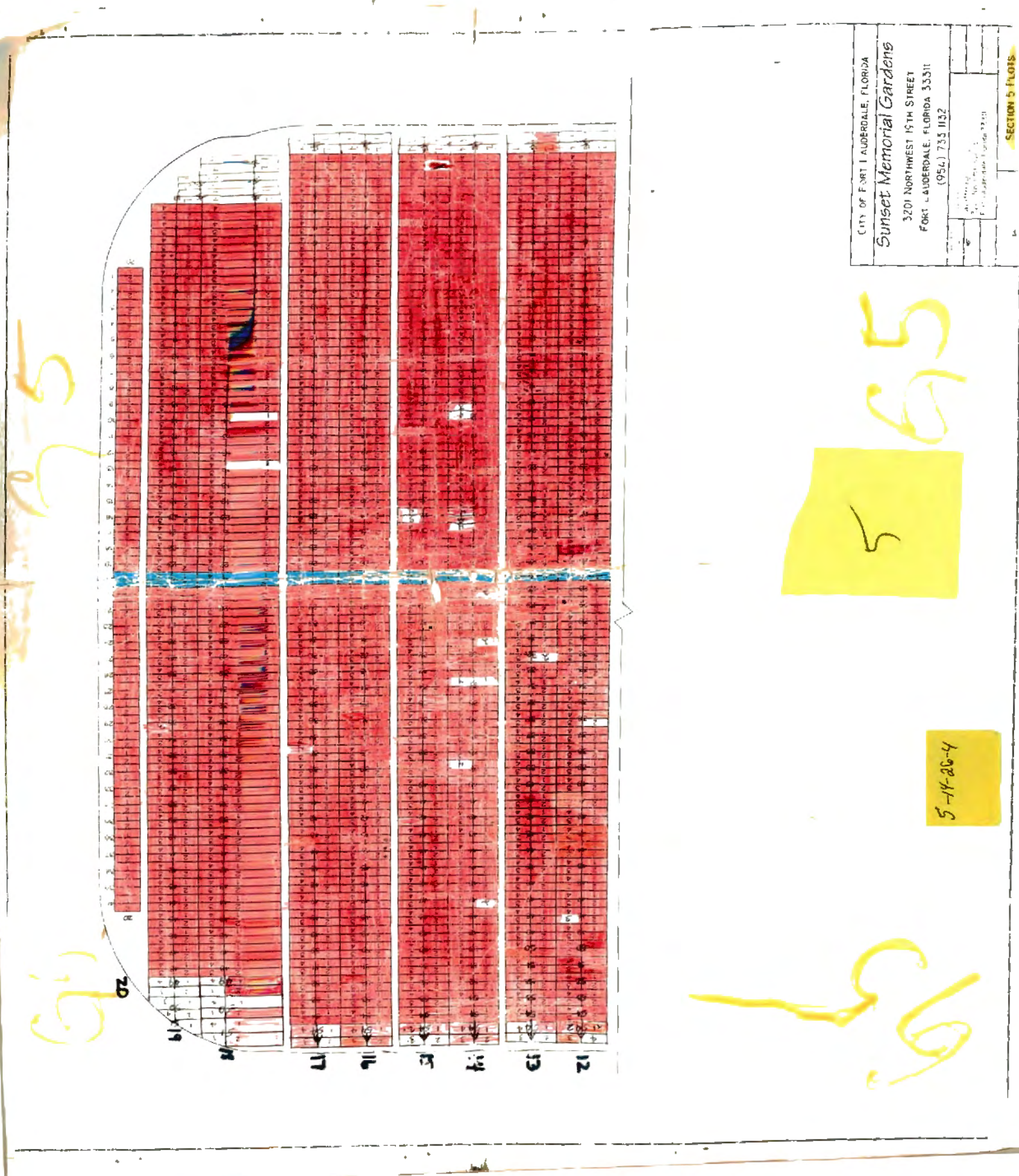




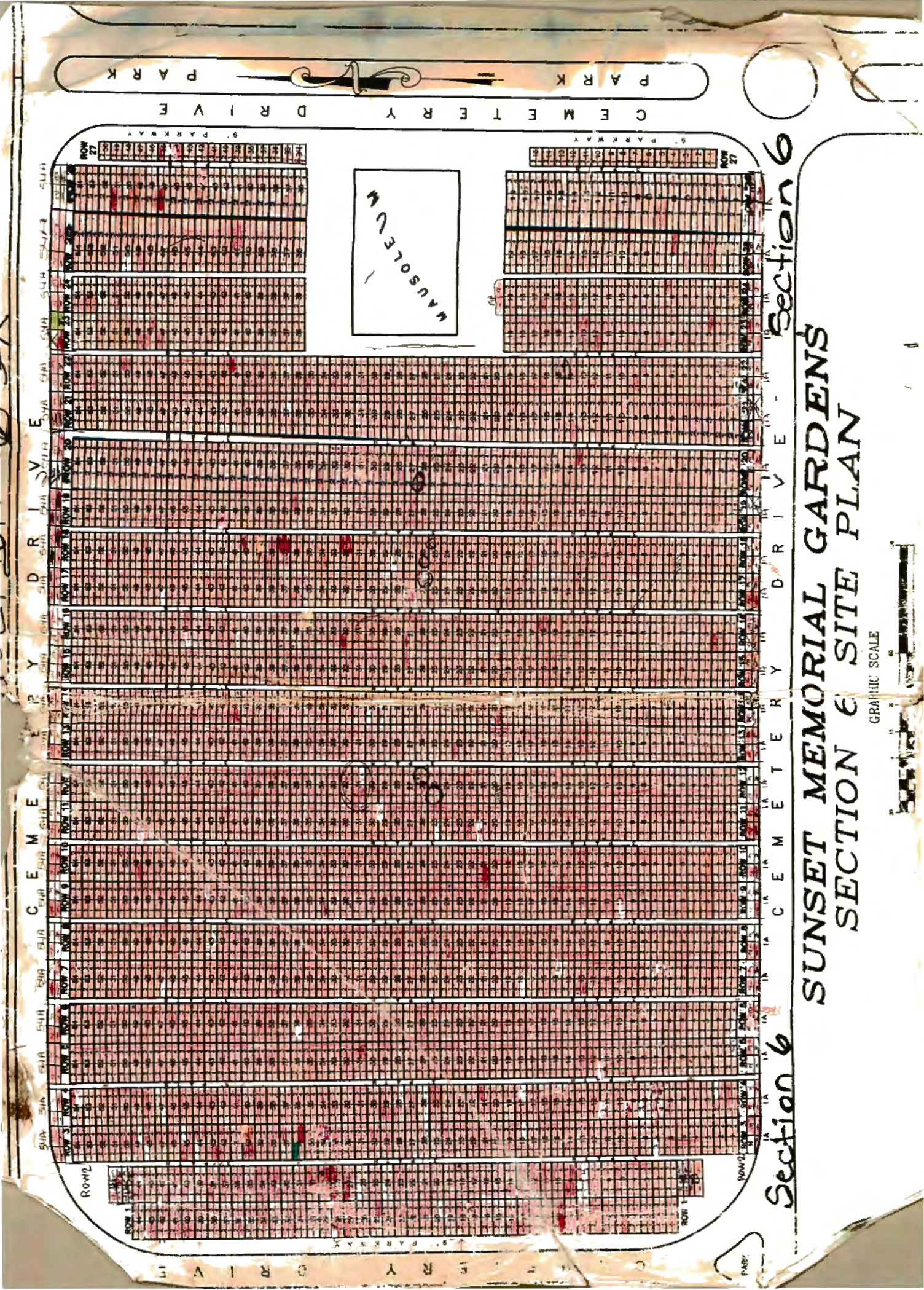
5

CITY OF FORT LAUDERDALE, FLORIDA	
Sunset Memorial Gardens	
3201 NORTHWEST 19TH STREET	
FORT LAUDERDALE, FLORIDA 33311	
(954) 733 1152	
DATE	July 1994
BY	2001 NW 19th Street
	Fort Lauderdale, Florida 33311
SECTION 5 FLO 5	

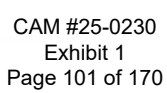
















Contract # \_\_\_\_\_

☐ Pre-Need      ☐ At-Need

☐ Lauderdale Memorial Park      ☐ Sunset Memorial Gardens      ☐ Evergreen Cemetery  
**Interment, Entombment and Inurnment Purchase Agreement**

This PURCHASE AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Between \_\_\_\_\_ hereafter designated as  
“Purchaser” whose address is \_\_\_\_\_

and The City of Fort Lauderdale, a municipal corporation of the State of Florida, hereafter designated as the “Seller”. The Purchaser agrees to purchase from the Seller the following description of Interment, Entombment or Inurnment Rights in the property above described:

**1. DESCRIPTION OF INTERMENT, ENTOMBMENT, OR INURNMENT RIGHTS.** The Interment, Entombment or Inurnment Rights covered by this Agreement are shown by the map of such garden/building on file in the office of Seller and are more particularly described below. The interment, entombment or inurnment service is not included in the Total Cash Price set forth herein and there will be an added charge for this service at the time of need. The current price for such service is \$\_\_\_\_\_ and is subject to change.

\_\_\_\_\_ Grave Space: Block/Section/Garden: \_\_\_\_\_ Row: \_\_\_\_\_ Lot: \_\_\_\_\_ Space(s): \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ Lawn Crypt(s): Block/Section/Garden: \_\_\_\_\_ Lot: \_\_\_\_\_ Space(s): \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ Mausoleum Crypt: Building: \_\_\_\_\_ Level: \_\_\_\_\_ Crypt: \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ Niches(s): Building: \_\_\_\_\_ Level: \_\_\_\_\_ Niche(s): \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ Cremation Bench: Block/Section/Garden: \_\_\_\_\_ Row: \_\_\_\_\_ Lot: \_\_\_\_\_ Space(s): \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ Hedge Estate or Private Estate: Block/Section/Garden: \_\_\_\_\_ Lot: \_\_\_\_\_ Space(s): \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ 2<sup>nd</sup> Right: Garden/Building: \_\_\_\_\_ Row: \_\_\_\_\_ Lot: \_\_\_\_\_ Space(s)/Crypt/Niche \_\_\_\_\_ \$ \_\_\_\_\_

**2. ITEMIZATION OF CHARGES**

Total Interment Rights (Includes Care and Maintenance): .....\$ \_\_\_\_\_

Resident Discount 25%: .....\$ \_\_\_\_\_

**SUBTOTAL INTERMENT RIGHTS**.....\$ \_\_\_\_\_

Records Archiving Fee.....\$ \_\_\_\_\_

Doc. Stamps/Certificate of Interment Rights (.007 Property only):.....\$ \_\_\_\_\_

**Total Purchase Price** .....\$ \_\_\_\_\_

Perpetual Care Trust Amount: \_\_\_\_\_

**Down Payment** .....\$ \_\_\_\_\_

Credit For \_\_\_\_\_ (\$ \_\_\_\_\_)

**Unpaid Balance**.....\$ \_\_\_\_\_

**Total Number of Payments**.....

**Monthly Payment Amount**.....\$ \_\_\_\_\_

**3. PAYMENT:** The Purchaser shall pay the seller in accordance with the following disclosure statement.

Your payment schedule will be:			
Total Number of Payments	Monthly Payment Amount	When Payments Are Due	
	\$	Beginning Month / Year	
		(Circle Day)	10 17 22

Late Charges: If payment is not made within 10 days after it is due, you will be charged 5% of such payment.

AMOUNT TO BE TRUSTED - PERPETUAL CARE TRUST FUND -SELLER HEREBY BINDS ITSELF TO MAINTAIN THE INTERMENT SPACES OR OTHER INTERMENT FACILITIES DESCRIBED HEREIN, AND TO DEPOSIT 19% FROM PAYMENTS RECEIVED HEREUNDER.

PURSUANT TO FLORIDA LAW: REFUNDS - PURCHASER SHALL HAVE 30 DAYS FROM THE DATE OF EXECUTION OF THIS AGREEMENT TO CANCEL THIS AGREEMENT AND RECEIVE A TOTAL REFUND OF ALL MONIES PAID; PROVIDING THE INTERMENT RIGHTS PURCHASED HAVE NOT BEEN USED.

INTERMENT RIGHTS - AFTER EXPIRATION OF THE 30-DAY CANCELLATION PERIOD DESCRIBED ABOVE, PURCHASER MAY NOT CANCEL THIS AGREEMENT.

IF YOU HAVE ANY QUESTIONS OR COMPLAINTS REGARDING THIS AGREEMENT, PLEASE FEEL FREE TO CONTACT THE SELLER AT THE ADDRESS OR TELEPHONE NUMBER PRINTED AT THE BOTTOM OF THIS AGREEMENT.

PURCHASER'S RIGHT TO CANCEL: IF THIS SALE WAS SOLICITED AND YOUR AGREEMENT TO PURCHASE WAS MADE AT A PLACE OTHER THAN THE SELLER'S PLACE OF BUSINESS: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

NOTICE: SEE OTHER SIDE FOR ADDITIONAL TERMS THAT ARE PART OF THIS AGREEMENT.

PROOF OF IDENTITY MUST BE CURRENT AND VALID AND CONTAIN THE PURCHASER'S NAME AND PHOTOGRAPH THAT ESTABLISHES THE PURCHASER'S IDENTITY. A COPY OF THE ID(S) MUST ACCOMPANY THIS AGREEMENT.

Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_ Proof of Identity: \_\_\_\_\_

Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_ Proof of Identity: \_\_\_\_\_

Phone: \_\_\_\_\_ Family Service Coordinator: \_\_\_\_\_

(Print Name)

Lauderdale Memorial Park – 2001 S.W. 4<sup>th</sup> Avenue, Fort Lauderdale, FL 33315 (954) 828-7050  
Evergreen Cemetery – 1300 S.E. 10<sup>th</sup> Avenue, Fort Lauderdale, FL 33315 (954) 828-7050  
Sunset Memorial Gardens – 3201 N.W. 19<sup>th</sup> Street, Fort Lauderdale, FL 33311 (954) 828-7051





Contract # \_\_\_\_\_

☐ Lauderdale Memorial Park    ☐ Sunset Memorial Gardens    ☐ Evergreen Cemetery

Cemetery Merchandise and Services Purchase Agreement (At-Need Only)

This PURCHASE AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Between \_\_\_\_\_ hereafter designated as "Purchaser" whose address is \_\_\_\_\_

and The City of Fort Lauderdale, a municipal corporation of the State of Florida, hereafter designated as the "Seller". The Purchaser agrees to purchase from the Seller the following described Merchandise and Services on the terms and conditions set forth in this Agreement:

Merchandise and Services Location:

Garden/Building(s): \_\_\_\_\_ Row: \_\_\_\_\_ Lot: \_\_\_\_\_ Space / Crypt / Niche: \_\_\_\_\_

1. DESCRIPTION OF MERCHANDISE: Memorial/Monument Description: (See attached for Memorial/Monument order form)

A. Vault(s): #1. Description: \_\_\_\_\_ #2. Description: \_\_\_\_\_  
B. Urn(s): #1. Description: \_\_\_\_\_ #2. Description: \_\_\_\_\_  
C. Memorial/Monument: Memorial Foundation Size: \_\_\_\_\_ X \_\_\_\_\_ Bench: \_\_\_\_\_  
Bronze Size: \_\_\_\_\_ X \_\_\_\_\_ Vase: \_\_\_\_\_ Plaque: \_\_\_\_\_

2. ITEMIZATION OF CHARGES FOR MERCHANDISE:

A. VAULTS(s): \$ \_\_\_\_\_ B. URNS: \$ \_\_\_\_\_  
C. MEMORIAL ☐ MONUMENT ☐ : \$ \_\_\_\_\_ D. OTHER: \$ \_\_\_\_\_  
Perpetual Care Trust Amount (\$.20 per square inch).....\$ \_\_\_\_\_  
SUBTOTAL MERCHANDISE:.....\$ \_\_\_\_\_

3. ITEMIZATION OF CHARGES FOR SERVICES: (No Perpetual Care Trusting on Vaults, O/C, Trees, etc.)

E. Interment / Inurnment / Entombment \_\_\_\_\_ \$ \_\_\_\_\_  
F. Merchandise Installation Fees: \_\_\_\_\_ \$ \_\_\_\_\_  
Resident Discount 25%: \_\_\_\_\_ \$ \_\_\_\_\_  
SUBTOTAL SERVICES.....\$ \_\_\_\_\_  
Records Archiving Fee:.....\$ \_\_\_\_\_

4. ITEMIZATION OF THE AMOUNT FINANCED

TOTAL PURCHASE PRICE .....\$ \_\_\_\_\_  
Down Payment.....\$ \_\_\_\_\_  
Credit For \_\_\_\_\_ (\$ \_\_\_\_\_)  
Unpaid Balance.....\$ \_\_\_\_\_  
Total Number of Payments: \_\_\_\_\_ Monthly Payment Amount: \$ \_\_\_\_\_

Acceptability of Merchandise: The merchandise selected is specifically described above. If any specific merchandise is not available at the time of delivery is to be made, merchandise of equal or higher quality will be substituted. Any item not listed or indicated on this contract as being purchased will not be provided under this contract. After all payments required are paid, Seller shall provide the merchandise and services upon death of the Beneficiary.

5. PAYMENT: The Purchaser shall pay the seller in accordance with the following disclosure statement.

Your payment schedule will be:		
Number of Payments	Amount of Payments	When Payments Are Due
	\$	Beginning Month / Year
		(Circle Day) 10 17 22
Late Charges: If payment is not made within 10 days after it is due, you will be charged 5% of such payment.		

AMOUNT TO BE TRUSTED - PERPETUAL CARE TRUST FUND -SELLER HEREBY BINDS ITSELF TO DEPOSIT AS SET FORTH IN CHAPTER 10 OF THE CODE OF ORDINANCES FROM PAYMENTS RECEIVED HEREUNDER.

PURSUANT TO FLORIDA LAW: PURCHASER SHALL HAVE 30 DAYS FROM THE DATE OF EXECUTION OF THIS AGREEMENT TO CANCEL THIS AGREEMENT AND RECEIVE A TOTAL REFUND OF ALL MONIES PAID; PROVIDED THE MERCHANDISE AND SERVICES PURCHASED HAVE NOT BEEN USED.

REFUNDS - SERVICES - BY PROVIDING WRITTEN NOTICE TO SELLER, PURCHASER MAY CANCEL THE SERVICES PORTION OF THIS AGREEMENT AT ANY TIME AND SHALL BE ENTITLED TO A REFUND OF THE PURCHASE PRICE RECEIVED ALLOCABLE TO SUCH ITEMS.

MERCHANDISE - PURCHASER MAY CANCEL THE MERCHANDISE PORTION OF THIS AGREEMENT AND RECEIVE A REFUND OF THE PURCHASE PRICE RECEIVED ALLOCABLE TO A SPECIFIC ITEM OR ITEMS OF MERCHANDISE ONLY IF SELLER DOES NOT OR CANNOT COMPLY WITH THE TERMS OF THIS AGREEMENT BY DELIVERING SUCH ITEM OF MERCHANDISE WITHIN A REASONABLE TIME (DEPENDING ON THE NATURE OF THE MERCHANDISE PURCHASED) AFTER HAVING BEEN REQUESTED TO DO SO.

IF YOU HAVE ANY QUESTIONS OR COMPLAINTS REGARDING THIS AGREEMENT; PLEASE FEEL FREE TO CONTACT THE SELLER AT THE ADDRESS OR TELEPHONE NUMBER PRINTED AT THE BOTTOM OF THIS AGREEMENT.

PURCHASER'S RIGHT TO CANCEL: IF THIS SALE WAS SOLICITED AND YOUR AGREEMENT TO PURCHASE WAS MADE AT A PLACE OTHER THAN THE SELLER'S PLACE OF BUSINESS: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANYTIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

NOTICE: SEE OTHER SIDE FOR ADDITIONAL TERMS THAT ARE PART OF THIS AGREEMENT.

PROOF OF IDENTITY MUST BE CURRENT AND VALID AND CONTAIN THE PURCHASER'S NAME AND PHOTOGRAPH THAT ESTABLISHES THE PURCHASER'S IDENTITY. A COPY OF THE ID(S) MUST ACCOMPANY THIS AGREEMENT.

Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_ Proof of Identity: \_\_\_\_\_  
Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_ Proof of Identity: \_\_\_\_\_  
Phone: \_\_\_\_\_ Family Service Coordinator: \_\_\_\_\_

(Print Name)



**CERTIFICATE OF OWNERSHIP OF INTERMENT,  
ENTOMBMENT AND INURNMENT RIGHTS**

<b>Name:</b>		<b>Contract #</b>	
<b>Amount:</b>	<b>Perpetual Care:</b>	\$0.00	<b>No.</b>
<b>Mausoleum:</b>	<b>Crypt:</b>	<b>Level:</b>	
<b>Received By:</b>		<b>Date:</b>	

**No:** \_\_\_\_\_

*Lauderdale Memorial Park  
2001 SW 4<sup>th</sup> Ave  
Ft Lauderdale, FL 33315*

**CERTIFICATE OF OWNERSHIP OF INTERMENT,  
ENTOMBMENT AND INURNMENT RIGHTS**

**County Of: *Broward***

***KNOW ALL MEN BY THESE PRESENTS:***

GRANTOR, THE CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereby certifies that in consideration of the purchase price to it in hand, paid receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto

**\*\*\*NAME\*\*\***

as Grantee, the right to use the specified plots for interment, or crypt for entombment of human remains, or niches for the inurement of cremated human remains purposes only, subject to the conditions, reservations, restrictions, and the City of Fort Lauderdale Municipal Cemetery System's Rules and Regulations, as may be amended, ("Rules and Regulations") the following property situated in [identify Cemetery] in the City of Fort Lauderdale, Broward County, Florida, described as

**\*\*\*Location\*\*\***

according to a map of the said property filed in the office of the County Recorder of Broward County, Florida.

This conveyance, and all rights, title and interest hereby conveyed in the property above described does not grant any other right or privilege and is subject to all laws of the State of Florida and City of Fort Lauderdale Code of Ordinances, and the conditions, reservations, restrictions, rules and regulations incorporated herein.

All the above conditions, reservations, restrictions, and rules and regulations are binding upon Grantee, his heirs, successors, executors, administrators, and assigns, and are enforceable only by the Grantor or its successors in interest. Nothing herein contained shall be deemed to restrict the use of any other portion of the cemetery than the interment, entombment, and inurement rights herein conveyed to Grantee.

**IN WITNESS WHEREOF**, the City of Fort Lauderdale has caused these presents to be executed in its name by its duly authorized officers and its corporate seal to be affixed, attested by its City Clerk this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
City of Fort Lauderdale City Manager

Attest: \_\_\_\_\_  
City Clerk (SEAL)



**INTERMENT / ENTOMBMENT / INURNMENT AUTHORIZATION FORM**☐ Lauderdale Memorial Park ☐ Sunset Memorial Gardens ☐ Evergreen Cemetery

Date \_\_\_\_\_ Contract No. \_\_\_\_\_ Interment No. \_\_\_\_\_

The undersigned authorizes the interment/entombment of the remains of the deceased in the spaces/crypt described below.

Decedent Name \_\_\_\_\_ Age \_\_\_\_\_ Sex \_\_\_\_\_

Decedent Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date of Birth \_\_\_\_\_ Date of Death \_\_\_\_\_ Veteran \_\_\_\_ Yes \_\_\_\_ No Original Date of Purchase \_\_\_\_\_

Interment / Entombment / Inurnment Location: \_\_\_\_\_

Type of Cemetery Service \_\_\_\_\_ Day \_\_\_\_\_ Date \_\_\_\_\_ Time of Service \_\_\_\_\_

Type of Outer Burial Container \_\_\_\_\_ Supplier \_\_\_\_\_ Memorial \_\_\_\_\_

Funeral Home \_\_\_\_\_ Director's Name \_\_\_\_\_ Phone# \_\_\_\_\_

Place of Service \_\_\_\_\_ Day \_\_\_\_\_ Date \_\_\_\_\_ Time of Service \_\_\_\_\_

The undersigned hereby certify that they are all the legal custodians of the herein named deceased, having the full legal authority to direct the interment, entombment, inurnment, or other final disposition of the remains of the deceased, and hereby authorize the above indicated Cemetery to make disposition of the remains of the deceased as indicated above. The undersigned hereby further certify and represent that they are the owner(s) or authorized representative(s) of the owner(s) of the above described Interment, Entombment or Inurnment Rights and hereby authorize use of said Rights for the interment, entombment, inurnment or other final disposition of the remains of the herein named deceased. Cemetery is hereby authorized to install any outer burial container purchased in connection with this interment in the Interment Rights described herein. The undersigned, jointly and severally, agree to indemnify and hold harmless the Cemetery, its affiliates, and their respective agents, shareholders, officers, directors, and employees from any and all liability, including reasonable attorney's fees, and against any loss, damage, suit, or claim which any of them may sustain in connection with the interment, entombment, inurnment or other final disposition authorized hereunder. The undersigned acknowledge that Cemetery will follow the directions of the undersigned in reliance upon the undersigned's representative of authority, without independent inquiry of such authority, and that therefore the foregoing indemnity covers claims by third parties as to superior right or authority for final disposition, **including claims of Cemetery's own negligence**. If prior to final disposition Cemetery becomes aware of a dispute as to such authority, Cemetery is authorized to suspend arrangements pending resolutions of such dispute, and the undersigned authorize Cemetery to apply to a court of competent jurisdiction, at the undersigned's cost, for an order directing final disposition. Further, the undersigned agree that Cemetery shall have the right to correct any error in this interment, at its own expense, without any liability for such error.

Declaring Authorizing  
Party Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Relationship to Deceased: \_\_\_\_\_ Phone#: \_\_\_\_\_

Next of Kin Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Relationship to Deceased: \_\_\_\_\_ Phone#: \_\_\_\_\_

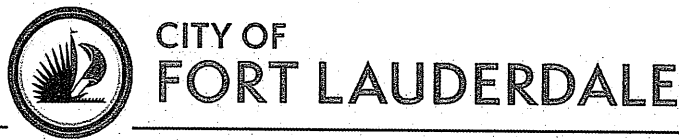
**OFFICE USE ONLY**

Family Service Coordinator \_\_\_\_\_ Date \_\_\_\_\_

Park Manager's Verification \_\_\_\_\_ Blind Check By \_\_\_\_\_

Record by \_\_\_\_\_ Interment Record Book \_\_\_\_\_

Lot Book \_\_\_\_\_ Lot Card \_\_\_\_\_ Map \_\_\_\_\_



**ADDENDUM TO CONTRACT RESIDENT DISCOUNT PROGRAM**

Amendment to the Cemetery System Rules and Regulations approved on September 9, 2004, by the Cemetery Advisory Board of Trustees and by the City of Fort Lauderdale City Commission on September 13, 2004 and revised on September 3, 2019.

- No individual or entity may purchase in excess of six (6) Interment Rights and/or Interment Services.
- Any individual purchasing Interment Rights and/or Interment Services utilizing the City resident discount, must at time of purchase assign each to a designated immediate family member. Designated immediate family members are grandparents, parents, brothers, sisters, spouses and children only. Any changes to this assignment at any future time to a non-immediate family member or Non-City of Fort Lauderdale resident requires the 25% discount taken at purchase to be repaid prior to transfer or use of the Interment Rights or Service.
- Every purchaser utilizing the City of Fort Lauderdale Resident Discount Program must show at least two (2) proofs of residency. The only valid proof acceptable are as follows: Valid Florida Driver's License; Valid Government issued Identification Card, current utility bill (within 60 days), copy of current executed Rental Lease Agreement or Property Tax Assessment or other approved document as approved in writing by the Cemetery Manager or his/her designee, of which one must be a picture ID.
- Any Non-Resident may purchase only one At-Need Interment Right and Interment Service for a City of Fort Lauderdale resident with proof of the deceased's residency. No additional purchases under the deceased's address may occur utilizing the Resident Discount Program.

**DECLARATION OF ASSIGNMENT**

<u>LOCATION</u>	<u>NAME OF INDIVIDUAL</u>	<u>RELATIONSHIP</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I, \_\_\_\_\_, the Purchaser, agree to  
(Name of Purchaser)

the terms and conditions set forth in this addendum in utilizing the City of Fort Lauderdale Resident Discount Program.

Purchaser: \_\_\_\_\_

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

Revised 2020-03-09 DRM



City of Fort Lauderdale Municipal Cemeteries

DISINTERMENT ORDER AND AUTHORIZATION FOR REINTERMENT OR OTHER DISPOSITION



Contract #. \_\_\_\_\_ Disinterment # \_\_\_\_\_ Date: \_\_\_\_\_

No Interment/entombment/inurnment or disinterment/disentombment/disinurnment shall take place until written authorization, signed by the proper relative (next of kin) or legal representative of the deceased has been given to the Cemetery performing the service.

The undersigned hereby request and authorize:

Cemetery Name \_\_\_\_\_ in accordance with and subject to its rules and regulations to disinter/disentomb/disinurn the remains of: \_\_\_\_\_ (Date of Disinterment): \_\_\_\_\_

LEGAL NAME OF DECEDENT \_\_\_\_\_ Age \_\_\_\_\_ Sex \_\_\_\_\_

From the following describe interment space:

Block \_\_\_\_\_ Lot \_\_\_\_\_ Grave \_\_\_\_\_ Double Depth \_\_\_\_\_ Yes \_\_\_\_\_ No

Mausoleum \_\_\_\_\_ Crypt \_\_\_\_\_ Level \_\_\_\_\_

Mausoleum \_\_\_\_\_ Niche \_\_\_\_\_ Level \_\_\_\_\_

Columbarium \_\_\_\_\_ Niche \_\_\_\_\_ Level \_\_\_\_\_

And to reinter/reentomb/reinurn the remains in the following described interment space, or to make other disposition of the remains as directed below.

Block \_\_\_\_\_ Lot \_\_\_\_\_ Grave \_\_\_\_\_ Double Depth \_\_\_\_\_ Yes \_\_\_\_\_ No

Mausoleum \_\_\_\_\_ Crypt \_\_\_\_\_ Level \_\_\_\_\_

Mausoleum \_\_\_\_\_ Niche \_\_\_\_\_ Level \_\_\_\_\_

Columbarium \_\_\_\_\_ Niche \_\_\_\_\_ Level \_\_\_\_\_

The undersigned hereby certify that they are legal custodian(s) of the herein named deceased, having the full legal authority to the direct disinterment, disentanglement, or disinurnment of the remains of the deceased, and certify that they are the owner(s) or authorized representative of the owner(s) of the interment, entombment or inurnment Rights described above, and hereby authorize the above named Cemetery to make disposition of the remains as indicated above.

The undersigned hereby agree to indemnify and hold harmless the Cemetery, its agents and employees from any and all liability, including reasonable attorney's fees, and against any loss it or any of them may sustain in connection with the disinterment, disentanglement, or disinurnment and reinterment, reentombment or reinurnment hereunder.

The undersigned hereby acknowledges and agrees to the fact that the outer burial container may be damaged or destroyed in the disinterment process, requiring the purchase of a new outer burial container at the expense of the undersigned.

Signature \_\_\_\_\_ / \_\_\_\_\_ Relationship to Deceased

Interment/Entombment/Inurnment Owner

Relationship to Deceased

Print Name \_\_\_\_\_ Title \_\_\_\_\_ First Name \_\_\_\_\_ MI \_\_\_\_\_ Last Name \_\_\_\_\_ Jr./Sr./... \_\_\_\_\_ Tel. No \_\_\_\_\_

Address \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Signature \_\_\_\_\_ / \_\_\_\_\_ Relationship to Deceased

Interment/Entombment/Inurnment Owner

Relationship to Deceased

Print Name \_\_\_\_\_ Title \_\_\_\_\_ First Name \_\_\_\_\_ MI \_\_\_\_\_ Last Name \_\_\_\_\_ Jr./Sr./... \_\_\_\_\_ Tel. No \_\_\_\_\_

Address \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

OFFICE USE ONLY	
Family Service Coordinator _____	Date _____
Park Manager's Verification _____	Blind Check By _____
Record by _____	Interment Record Book _____
Lot Book _____	Lot Card _____ Map _____

Revised 02/10/2020



AT NEED PROPERTY AVAILABILITY PROBE

FAMILY COUNSELOR FILLS OUT SECTION BELOW

Today's Date: \_\_\_\_\_

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

Name of Deceased: \_\_\_\_\_

Purchaser: \_\_\_\_\_

PROPERTY LOCATION

Location: \_\_\_\_\_

Family Service Coordinator: \_\_\_\_\_

Type of Burial: \_\_\_\_\_ Interment \_\_\_\_\_ Ground Inurnment \_\_\_\_\_ Entombment/Niche

Type of Outer Burial Container: \_\_\_\_\_ Supplier: \_\_\_\_\_

MAINTENANCE FILLS OUT SECTION BELOW

AVAILABLE ☐

NOT AVAILABLE ☐ If not available, contact management ASAP

Is there a Vault Pre-Installed? YES NO circle one

Comments: \_\_\_\_\_  
\_\_\_\_\_

Date Probe Received: \_\_\_\_\_

Probe Completed By: \_\_\_\_\_

(MAINTENANCE STAFF PLEASE PRINT)

WHITE OUT IS NOT PERMITTED ON THIS FORM  
THIS COMPLETED FORM MUST ACCOMPANY THE INTERMENT PAPERWORK

Revised 2020-03-09 DRM



PRENEED PROBE REQUEST FORM

THIS FORM SHOULD BE RETURNED TO COUNSELOR THE SAME DAY IT IS ISSUED

Counselor: \_\_\_\_\_ (Return Same Day Issued) Date: \_\_\_\_\_

Reason: (Check One Box)  
New Contract: ☐ Rewrite: ☐ Transfer: ☐ Deed: ☐ Other: ☐

Customer Name: \_\_\_\_\_

Please verify availability of the following property:

Garden: \_\_\_\_\_ Building: \_\_\_\_\_

Row: \_\_\_\_\_ Lot: \_\_\_\_\_ Level: \_\_\_\_\_ Section: \_\_\_\_\_

Space(s): \_\_\_\_\_ Crypt / Niche: \_\_\_\_\_

SPACE # 

Probe all four sides and middle of listed. Probe spaces on all sides of space listed. Probe points must be initialed. Write in names on markers surrounding the spaces

For Lawn Crypts, confirm no marker is on space. Initial center probe point, write in names on markers surrounding the space.

SPACE # 

SPACE / CRYPT Available:  
YES: ☐ NO: ☐ If no, provide comment: \_\_\_\_\_

Probed By: \_\_\_\_\_ Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Probe request form should be attached to ALL New PreNeed Property Sales

Revised 2020-03-09 DRM



CITY OF FORT LAUDERDALE MUNICIPAL CEMETERIES  
QUITCLAIM, TRANSFER OF INTEREST IN CEMETERY INTERMENT RIGHTS

County of Broward  
Know all persons by these presents:

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

That I/We, \_\_\_\_\_, an individual whose post office address is \_\_\_\_\_, the Grantor, am the owner(s) of or have a net equity interest in the following described cemetery intermentrights:

Property: \_\_\_\_\_ Contract: \_\_\_\_\_

In exchange for cemetery interment rights in another cemetery plot and other valuable consideration, receipt of which is hereby acknowledged , I/We do hereby quitclaim, release and transfer any and all rights, interests, titles, uses, claims, demands, and/or equity, if any, whatsoever, in the above-described cemetery interment rights and if applicable, authorize issuance of ownership documentationto:

Grantee \_\_\_\_\_  
Print Name Telephone Number

Address \_\_\_\_\_  
Street City State Zip

Grantee \_\_\_\_\_  
Print Name Telephone Number

Address \_\_\_\_\_  
Street City State Zip

and by acceptance the Grantees hereby unconditionally release, acquit and discharge the City of Fort Lauderdale ("City"), the City's municipal cemetery system and its employees, officers, directors, attorneys, representatives, agents, servants, predecessors, successors and/or assigns from any and all liabilities, actions, cause of actions, claims, debts, accounts, demands, damages, claims for indemnification or contribution, costs, expenses or fees whatsoever, whether known or unknown, certain or speculative, asserted or unasserted, on account of or in any way concerning or relating to this transaction.

IN WITNESS OF THE ABOVE, the parties have caused this instrument to be executed on the day and year first written above.

Signature of Grantor \_\_\_\_\_ Date  
Signature of Grantee \_\_\_\_\_ Date  
Signature of Grantee \_\_\_\_\_ Date

WITNESSES:  
\_\_\_\_\_  
\_\_\_\_\_

Name of Cemetery \_\_\_\_\_  
Accepted \_\_\_\_\_  
Authorized Representative Date



**TEMPORARY MEMORIAL PLACEMENT AGREEMENT & RULES AND REGULATIONS**

☐ Lauderdale Memorial Park    ☐ Sunset Memorial Gardens    ☐ Evergreen Cemetery

agrees to provide a temporary memorial subject to and in accordance with the following terms and conditions:

The temporary memorial shall remain in place until the installation of a PERMANENT MEMORIAL (if one has been ordered) or the expiration of 90 days.

The temporary memorial is not intended to be and cannot be used as a permanent memorial.

The temporary memorial is composed of polystyrene and is 9 x 6 inches in size.

The temporary memorial will be placed on the below described Interment Space unless a permanent memorial is installed prior to this date, the temporary memorial will be removed on \_\_\_\_\_.

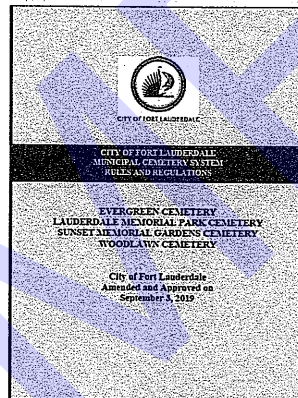
Location: \_\_\_\_\_

Name of Deceased: \_\_\_\_\_

Dates: \_\_\_\_\_

Accepted By: \_\_\_\_\_  
(Family Service Coordinator)

**ACKNOWLEDGEMENT OF RECEIPT OF RULES & REGULATIONS**



I acknowledge that I have received the Cemetery Rules and Regulations Handbook and agree with the Temporary Marker Placement Rules.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Revised 2020-03-09 DRM

206585

INSTALLATION WORK ORDER

Property Owner ID #

Location No.	Contract #	Cemetery Name	Property Owner Name (Print Name) LAST, First Middle		
Purchaser Name (Print Name) LAST, First Middle			Telephone	Email Address	
Address			City	State	Zip
Installation Location Description			Name(s) on Memorial		
Memorial Size	Base size	Base Type <input type="checkbox"/> Granite <input type="checkbox"/> Poly <input type="checkbox"/> Concrete		Vase Type	
Special Instructions					
Issued By (Print Name)		Signature		Date Issued	
Installed By (Print Name)		Signature		Date Installed	
Verified By (Not Installer) (Print Name)		Signature		Date Verified	
Original Selling Counselor (FSC) (Print Name):					

Purchaser Notification

Person to Notify (Print Name)	Relationship	Date Notified
Notified By (Print Name)	Type of Contact	
Comments		

Usage Processing Order and Confirmation

Item	Contract #	Product Code #	Delivery Date	USAGE INSTRUCTIONS	Usage Entered By	CFSS Process Date
MRKR				Process all installed items through usage to change the usage indicator from (U) Undelivered or (S) Stored to (D) DELIVERED		
BASE						
MISC		QTY:				
INST						
MSRV						



SERVICE REQUEST

Lauderdale Mem. Pk: \_\_\_\_\_ Sunset Mem. Gdns: \_\_\_\_\_  
Evergreen: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Prepared By: \_\_\_\_\_

Deceased Name: \_\_\_\_\_

Location: Section - \_\_\_\_\_ Row - \_\_\_\_\_ Lot - \_\_\_\_\_ Space - \_\_\_\_\_

- ☐ Level Memorial
- ☐ Level Grave
- ☐ Sod Grave
- ☐ Ant Pile
- ☐ Place Flowers
- ☐ Take Rubbing
- ☐ Light Bulb Out
- ☐ Pull Vase Up
- ☐ Other
- ☐ Other: \_\_\_\_\_
- ☐ Merchandise \_\_\_\_\_

Note: If any merchandise needs to be installed or replaced please see the Admin Dept to process a Work Order

SPECIAL INSTRUCTIONS

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

This form should be turned into the Maintenance Department. Once it is completed you will be notified by the Maintenance Department so you can contact the customer.

Date Completed: \_\_\_\_\_ Completed By: \_\_\_\_\_  
Maintenance

Name of customer requesting service: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Contacted By: \_\_\_\_\_ Date: \_\_\_\_\_  
Counselor Name Date Contacted

White Copy - Maintenance - When completed Customer File      Yellow Copy - Counselor      Pink Copy - Customer

City of Fort Lauderdale

Lauderdale Memorial Park (1-6)

2001 SW 4<sup>th</sup> Avenue

Ft Lauderdale, FL 33315

954-828-7050

Bid 12344-805-C19

FAMILY SERVICE ASSURANCE FORM

(LMP BLIND CHECK 1-6)

					Interment #	
	P	A	T	H		
3	2	1	3	2	1	3
4	5	6	4	5	6	4
6	5	4	6	5	4	6
1	2	3	1	2	3	1

PATH

Interment Space For: \_\_\_\_\_

Interment Date: \_\_\_\_\_ Time: \_\_\_\_\_ Day: \_\_\_\_\_

Garden: \_\_\_\_\_ Row: \_\_\_\_\_ Lot: \_\_\_\_\_ Space: \_\_\_\_\_

Verified Interment Authorization: \_\_\_\_\_ Maps: \_\_\_\_\_ Lot/Owner Cards: \_\_\_\_\_

Adjacent Burials Verified: \_\_\_\_\_ Date: \_\_\_\_\_ Completed By: \_\_\_\_\_

Family Service Coordinator: \_\_\_\_\_

(After Service Has Taken Place)

Grave Backfilled: \_\_\_\_\_ Date: \_\_\_\_\_

Grave Sunk/Sodded: \_\_\_\_\_ Date: \_\_\_\_\_

(Maximum 72 Hours)



Deceased Name/

LAST

FIRST

MIDDLE

SUNSET MEMORIAL GARDENS

INTERMENT CARD

DOB:

DOD:

Funeral Home/

Int. Number:

Date of Burial:

Burial Place		Type of Burial	
Section:	Row:	Lot:	Space
Interment	Entombment	Inurnment	Other

Next of Kin/

Address:

Phone #

Property Owner/

Address:

Phone #

Contracts used for burial:	Contract #	Property	Services	Merchandise	Other

Special Notes:

[illegible]



[illegible]

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions and conditions 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**

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, 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, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. 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 (2019), 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 (2019), 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 (2019), 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) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

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 firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

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 – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

**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 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 Law"), 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 agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a



result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

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 chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeid=coor\\_ch2ad\\_artvfi\\_div2pr\\_s2-182direpr](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr)

#### **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:** 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 WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

**5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include

standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.
- 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:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. 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 the City's best interest as determined by the City, to cancel any 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 the City Auditor's 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. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its 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.

**NON-DISCRIMINATION:** The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

- 5.15 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 Contractor 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 Contractor from 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.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against 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 their 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 any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.18 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.
- 5.19 GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City 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 (2019), 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 the 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 the 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 the 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.

It is hereby understood and agreed that:

- The City of Fort Lauderdale, hereinafter referred to as the “City”, is providing the cemetery data in the form of an MSSQL database, hereinafter respectively referred to as “data” and “database”, to the bidder specified below and subject to the terms of this Non-Disclosure and Confidentiality Agreement.
- All data contained in the database is confidential in nature and is intended only for the use of the below signed bidder. All data is and will remain the property of the City.
- The data contained in the database must only be used in the development of bidder proposal for the City’s cemetery software solution solicitation, RFP # 12344-805-C19. Any misuse or divulging of the data beyond its intended use may be subject to penalties under applicable laws.
- None of the data may be copied in part or in whole without the prior written agreement of the City of Fort Lauderdale.
- All bidder employees or associates using this data in part or in whole have a responsibility to ensure that none of the data, in part or in whole, is disclosed, duplicated, or transcribed in any way in contravention of this Non-Disclosure and Confidentiality Agreement.
- Bidder agrees to indemnify and hold the City harmless from and against any and all damages the City may suffer as a result of the disclosure or use of any Confidential Information in violation of this Agreement, or other violation hereof, including consequential damages, costs of litigation and collection, and attorneys’ fees.
- The data shall remain the property of the City and shall be certified in writing by the bidder that it has been destroyed, after it was used for the development of the bidder proposal.
- The Bidder acknowledges that any violation or threatened violation of this Agreement may cause irreparable injury to the City, for which monetary damages may not be a sufficient remedy; and that the City will be entitled, without waiving any other rights or remedies to such injunctive or equitable relief as deemed appropriate by a court of competent jurisdiction.
- Venue shall lie in the 17th Judicial Circuit, Broward County, Florida, in the appropriate court or before the appropriate administrative body, or in the event of federal jurisdiction, in the Southern District of Florida.

**Proposer:**

Company or Organization: \_\_\_\_\_

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

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

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address of Contact Person: \_\_\_\_\_



**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.**

<b><u>NAME</u></b>	<b><u>RELATIONSHIPS</u></b>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

**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.**

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**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- (a) Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Authorized Signature

Print Name and Title

Date



## CONTRACT 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 credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☐ Visa

Company Name

Name (Printed)

Signature

Date

Title

## LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**

**[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPRPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR)**

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.



## LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its 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.

(1)   
 Business Name

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. 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.

(2)   
 Business Name

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. 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.

(3)   
 Business Name

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4)   
 Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5)   
 Business Name

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6)   
 Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY:

AUTHORIZED COMPANY PERSON:

NAME

SIGNATURE

DATE

Form

**W-9**(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service**Request for Taxpayer  
Identification Number and Certification****Give Form to the  
requester. Do not  
send to the IRS.**Print or type  
See Specific Instructions on page 2.**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.**2** Business name/disregarded entity name, if different from above**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_
- Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
- ☐ Other (see instructions) ▶ \_\_\_\_\_
- ☐ C Corporation
- ☐ S Corporation
- ☐ Partnership
- ☐ Trust/estate

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)**5** Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

**6** City, state, and ZIP code**7** List account number(s) here (optional)**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Social security number**

				-				-				
--	--	--	--	---	--	--	--	---	--	--	--	--

or

**Employer identification number**

				-								
--	--	--	--	---	--	--	--	--	--	--	--	--

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign  
Here**Signature of  
U.S. person ▶

Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.



## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**BID/PROPOSAL CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through [www.BidSync.com](http://www.BidSync.com) prior to the bid opening date and time listed. Paper bid submittals will not be accepted. 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)  EIN (Optional):

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**):

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☐

**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>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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. **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 4/28/2020

## Question and Answers for Bid #12344-805-C19 - Cemetery Management Software

### Overall Bid Questions

#### Question 1

Do the Addenda from the original Bid Packet need to be acknowledged and included in the proposal?

(Submitted: May 5, 2020 12:14:15 PM EDT)

#### Answer

- No (Answered: May 7, 2020 9:23:31 AM EDT)

#### Question 2

Legacy system

- The RPF section 3.2.2 Refers to data from a legacy system needing to be migrated- Is the system a bespoke CFS system or another vendor system?
- From when and to was this system used?
- Do you know the approximate number of records in it?
- Was it used for all cemeteries?
- What data is in there to be migrated? (e.g. records, plot locations, memorial information, finance information etc.)
- Can you provide a sample of the data? (Submitted: May 7, 2020 9:30:42 AM EDT)

#### Answer

- The legacy system is CFS, Carriage Services.
- From the database edited date shows the earliest date as 2/3/2012 and the latest edited date is 10/4/2018.
- Evergreen Cemetery - 9782 Records
  - Lauderdale Memorial Park - 60,660 Records
  - Sunset Memorial Gardens - 25,657 Records
- Evergreen Cemetery, Lauderdale Memorial Park and Sunset Memorial Gardens
- Yes, all items listed and more.
- If your firm wishes to view the CFS database or any documentation, then we must receive a signed copy of the Non-Disclosure Agreement (NDA), which is included in the solicitation. The person signing this must have signature authority to bind the company. Should the person not be listed on Florida's Division of Corporations ([www.Sunbiz.org](http://www.Sunbiz.org)), then we will also require a recent corporate resolution giving signing authority to the person that will be signing the NDA. Once we approve the NDA, we can then provide your firm with access via our secure server. This information will be sent to the email address listed on the NDA.

To view the database file provide, you must use SQL Server 2016 or later. (Answered: May 8, 2020 11:48:07 AM EDT)

#### Question 3

Data Sources

It is noted that the legacy database is no longer in use and the current record keeping is on paper/spreadsheets:

- Can you confirm the percentage of electronic v's paper records you would have for each cemetery?
- You have noted that you require migration from the sources outlined in 3.2.1 and 3.2.2 which are: Carbon-copy paper, RecTrac, Wells Fargo (online payments), Hard paper used to track lot and space assignments, customers, and interment information, Multiple spreadsheets, Accounts receivables spreadsheet, CFS legacy database. Can you clarify the exact sources of data you need to be migrated into the system and provide samples where possible? In particular, can you describe the spreadsheets (how many) and what information they contain. (Please note, multiple sources of data will obviously cost more to migrate and marry the data together which can be complex particularly where there may be no unique identifier to link the data. Furthermore, our experience has



shown there can be errors or omissions in data which make it not worthwhile to migrate, therefore, we would recommend bringing over data that you determine as a 'must have' to minimize complexity and cost for you).

c. Archiving 3.5.9 states that 'The system needs to provide an archiving functionality to track and store cemetery records as needed with the ability to seamlessly retrieve/reactivate records.'

Does this mean archiving digital records or storing scanned paper images?

If so, Do you have any scanned records/documents you need to upload into the system? If not, do you want any paper records scanned as part of the project? (Submitted: May 7, 2020 9:31:11 AM EDT)

#### Answer

- a. All are paper records for each cemetery.

b. Information is currently tracked in excel spreadsheets. Spreadsheets include information on contract and interment logs; merchandise order log; A/R receivables; lot cards.

c. No scanned records currently exist.

Yes to archiving digital records or storing scanned paper images depending on the cost of e project. (Answered: May 8, 2020 11:57:44 AM EDT)

#### Question 4

##### Mapping

a. It is noted that there is a preference for companies who can interface/accommodate with ESRI ArcGIS. However, it is also noted that current mapping solution is paper based. Is there any mapping for the cemeteries in ArcGIS presently or is it the case that the City want to be able to work with cemetery maps using ArcGIS in the future?

b. It is assumed the maps available in Exhibit 1 are all maps that need to be digitally migrated into the new system

- can you confirm there are no other maps? (Submitted: May 7, 2020 9:31:27 AM EDT)

#### Answer

- a. No there are no cemetery maps in ArcGIS and yes we want to use it in the future.

b. There are no other maps. (Answered: May 8, 2020 11:51:13 AM EDT)

#### Question 5

##### Users

The documentation suggests you require 10 users. Can you confirm you need 10 named users and describe their roles i.e. what their use of the system will be? (Submitted: May 7, 2020 9:31:45 AM EDT)

#### Answer

- Yes, we will need 10 named users -- Family Service, Accounting section, Administrative staff. (Answered: May 8, 2020 11:58:33 AM EDT)

#### Question 6

##### Integration

Infor/Lawson Financials - can you elaborate on the level of integration you require? i.e. one-way, two-way? What data do you want to transfer between systems? (Submitted: May 7, 2020 9:31:58 AM EDT)

#### Answer

- Not at this time. This integration is to be determined during discovery. (Answered: May 8, 2020 11:52:15 AM EDT)

EXHIBIT B

Site Industries LLC

Bid Contact **Michael McFann**  
**michael@cemsites.com**  
**Ph 724-906-4443**

Address **3358 Pittsburgh Rd.**  
**Perryopolis, PA 15473**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
12344-805-C19--01-01	Refer to Cost Proposal Page in Bid Packet	<b>Supplier Product Code:</b>	<b>First Offer -</b>	1 / n/a	Y	Y

Supplier Total **\$0.00**



**Site Industries LLC**Item: **Refer to Cost Proposal Page in Bid Packet****Attachments**

20200514112058.pdf



WWW.CEMSITES.COM 1-877-783-9626

Michael McFann  
CemSites  
3358 Pittsburgh Rd. Perryopolis, PA 15473  
(877) 783-9626  
[Michael@cemsites.com](mailto:Michael@cemsites.com)

5/14/20

City of Fort Lauderdale, FL

Subject: CemSites 12344-805-C19 Submission

We are very pleased to submit CemSites proposal in response to Solicitation 12344-805-C19 Cemetery Management Software to provide a cloud cemetery records management system for the City of Fort Lauderdale, FL. This submission highlights our project approach and addresses all information detailed in Solicitation 12344-805-C19 Cemetery Management Software.

We pioneered our cloud customer centric approach to cemetery management in 2012. With our lean and in-house team, we migrate over 45,000,000 records annually. We are the fastest growing cloud cemetery software in the world, last year alone we helped over 70 cemetery management organizations adopt our customer centric management solutions.

We acknowledge that this offer is binding, shall remain open for 30 days from 5/13/20, and cannot be withdrawn within that time without written consent of the City of Fort Lauderdale, FL.

We would be pleased to answer any questions you might have regarding our submission.

Thank you for the opportunity to submit our proposal for your consideration.

Sincerely,

Michael McFann  
Director of Project Management

---

City of Fort Lauderdale, FL Solicitation 12344-805-C19 Cemetery Management Software  
CemSites Submission  
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Page 1 of 9





## EXECUTIVE SUMMARY

By this Proposal, we offer to provide the Goods and/or Services in accordance with the Contract Conditions in on the basis set out in this Proposal Form. We warrant that:

- All information contained in this Proposal Form is accurate and complete.
- We have not provided any inaccurate or misleading information to the City of Fort Lauderdale, FL in connection with this Solicitation.
- We have read Solicitation 12344-805-C19 and we are fully acquainted with all matters in connection with the Contract.

Profile of Proposal	
Company/Individual Name	Site Industries, LLC. dba CemSites
Office Address	3358 Pittsburgh Rd. Perryopolis, PA 15473
Firm Summary	With a background of 30+ years combined in design, programing and software development; our organization has the in-depth knowledge and experience to undertake this initiative on behalf of the City of Fort Lauderdale, FL – and to complete it effectively, on time and on budget. CemSites is the oldest, most experienced cloud cemetery software solution in the industry. Our staff has a proven track record of providing solutions in the areas of cemetery record management, mapping, and AR financial software. When considering software for the niche cemetery industry, no other company has more experience migrating cemeteries to the cloud than CemSites. Over 300 Cemeteries and 190,000,000+ records have been migrated to the CemSites SecureCRM since January 2016 alone. Our passion is to provide our partners and their clientele the best experience possible during times of need.

Capacity - Available Staff			
Name	Title	Role and Responsibility	Date Available From
Michael McFann	DPM	Director of Project Management	5/1/20
Doug Sesar	SSE	Senior Software Engineer	5/1/20
Josh Lawrence	SE	Software Engineer	5/1/20
Natalie Rockrot	SE	Software Engineer	5/1/20

City of Fort Lauderdale, FL Solicitation 12344-805-C19 Cemetery Management Software  
CemSites Submission

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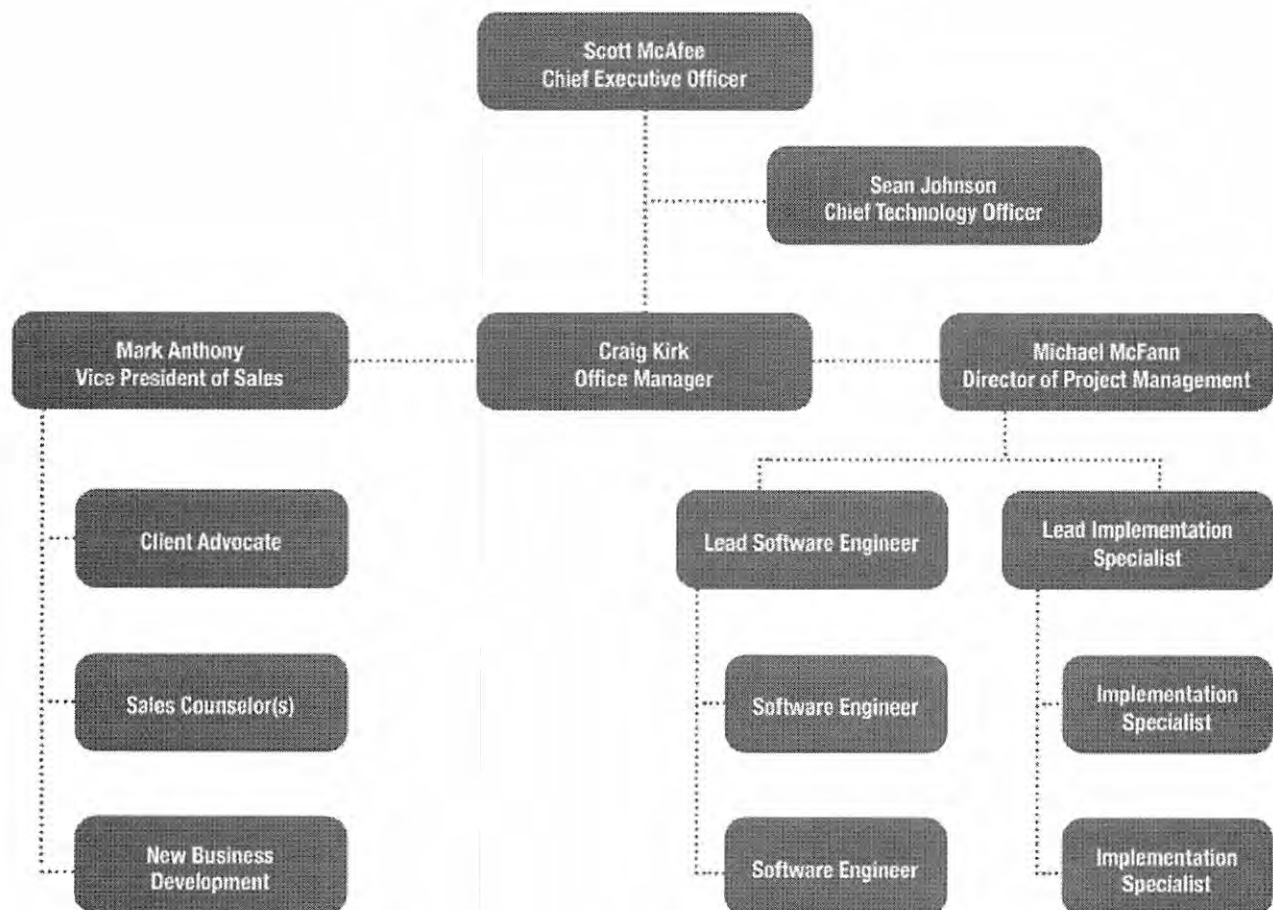
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Pat Hager	IMP	Implementation Specialist	5/1/20
Melissa Petruzzi	DES	Design/Writing	5/1/20
Ethan Polo	CA	Client Advocate	5/1/20
Mark Anthony	VP	Vice President of Sales	5/1/20
Craig Kirk	BC	Billing Coordinator	5/1/20

**ORGANIZATION CHART**



## EXPERIENCE AND QUALIFICATIONS

CemSites will provide our proven partner onboarding process detailed below.

- **Discovery:** An initial discovery phase will further qualify priority within the requirements of the City of Fort Lauderdale, FL software implementation. Once priority of automation is confirmed many pieces of the CRM software can be implemented with migrations and customization time lined accordingly.
- **Project Management Methodology:** CemSites works from an Agile project management methodology. Using this method, CemSites and the City of Fort Lauderdale, FL will be able to work closely together to ensure all goals are reached quickly and cost effectively. As proven over the last two decades the Agile methodology is superior to Waterfall and other software implementation methods because it:
  - Enhances collaboration between the customer and the vendors.
  - Increases the level of software quality
  - Increases customer satisfaction
  - Shortens time to market
  - Reduces cost of development
- **Adoption and Partnering:** CemSites offers CemCare to all clients included in your licensing. This includes a dedicated client advocate that is available 24/7/365 to work directly with your team. There are quarterly reviews and report cards of use of the software to ensure proper use and full adoption from your team.
- **CemSites is committed to transparency and timely communication throughout the build process and beyond to deliver both a premium product and premium customer service.** Working closely with the City of Fort Lauderdale, FL we will develop a custom standard communication schedule that goes above and beyond the needs of the City of Fort Lauderdale, FL.
  - Development updates through demonstrations
  - Scheduled webinars
  - Conference calls
  - Shared reporting through Google Drive
    - Progress signoffs

## REFERENCES

City of Painesville – Painesville, OH  
 Karla Chardon  
 Office of the City Clerk  
 440-392-5911

- 3 cemeteries, 140 total acres, appx 100,00 records
- Management oversight of all locations from Multi-Site Dashboard

City of Fort Lauderdale, FL Solicitation 12344-805-C19 Cemetery Management Software  
 CemSites Submission  
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- Comparative Metrics
  - Property Inventory
  - Sales Performance
  - Employee Activity

#### Beechwood Cemetery – Ottawa, ON

James Patterson

Sales Director

613-741-9530

- Large SQL server database, 265 total acres, appx 5,000,000 records
- Transitioned from Grave Centric to Customer Centric
- Enterprise deployment
- Replicated our proprietary cloud architecture in Canada meeting governing standards and provincial law requirements

#### City of Savannah – Savannah, GA

Richard Gerbasi

Director of Cemeteries

912-651-6843

- 5 cemeteries, 416 total acres, appx 1,100,000 records
- Transitioned from Grave Centric to Customer Centric
- Management oversight of all locations from Multi-Site Dashboard
  - Comparative Metrics
    - Property Inventory
    - Sales Performance
    - Employee Activity
- Case studies highlight our experience in implementing the CemSites solution in other countries. Beechwood Cemetery is the National Cemetery of Canada, fully implemented in our customer centric solution. The City of Savannah, GA, and the City of Painesville, OH are implemented with multiple cemeteries with management oversight of all.

### REQUIRED SERVICES

- Project Management
  - Included
- Hardware consulting, design, and installation
  - Included
- Installation and configuration of all components
  - Included

City of Fort Lauderdale, FL Solicitation 12344-805-C19 Cemetery Management Software

CemSites Submission

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- Complete system testing of all installed components
  - Included
- Integration and Interface Development (Infor/Lawson Financials)
  - Custom Integration – Not Quoted
- Knowledge Transfer to Staff
  - Included
- Complete Data Conversion/Migration from previous solution with (CFS) and manual tracking systems as described in 3.2.1 and 3.2.2 above
  - Included
- Ongoing Support and Maintenance Services
  - CemSites offers CemCare to all clients included in your licensing. This includes a dedicated client advocate that is available 24/7/365 to work directly with your team. There are quarterly reviews and report cards of use of the software to ensure proper use and full adoption from your team.
- Training Services – Train the Trainer and Administrator Training for all components for the staff identified, including Security configuration (users, groups, access, and functionality rights)
  - The Train the Trainer model is a training strategy widely used in the workplace. The trainer, a subject-matter expert, trains other employees – in the use of a new software program, for example – and simultaneously teaches them how to train others in the use of the program. The method offers distinct advantages over other training models because trainees typically learn faster and retain the information better than in other teaching models

## FUNCTIONAL REQUIREMENTS

- A highly intuitive system from a user perspective, which can allow the City of Fort Lauderdale to take advantage of technology to improve performance and efficiency.
  - All specifications are supported as demonstrated and delivered within our CRM system.
- Canned and ad-hoc reporting with downloading and printing capabilities. Easy access to the data for report and query generation without the need for a programming specialist.
  - All specifications are supported as demonstrated and delivered within our CRM system.
- Support for user-friendly mobile technology for field staff using iPads, Androids, or other mobile devices.
  - All specifications are supported as demonstrated and delivered within our CRM system.
- Multi-user environment with multiple tiers of user access: The system needs to be able to limit user access through security groups. The ability to add and remove users and change user access levels needs

City of Fort Lauderdale, FL Solicitation 12344-805-C19 Cemetery Management Software  
CemSites Submission

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to be performed by the on-site System Administrator. These user-access security settings need to extend to include related documents or attachments.

- All specifications are supported as demonstrated and delivered within our CRM system.
- Ability to track and manage multiple cemeteries.
  - All specifications are supported as demonstrated and delivered within our CRM system.
- Cloud-based, Software as a Service or hosted (preferred) or on premise.
  - CemSites is a true Cloud Software Solution
- Configurable/customizable management dashboard: The system must offer flexibility for City staff to configure screen layout and create customized fields and reports. The ability to customize individual modules is preferred.
  - All specifications are supported as demonstrated and delivered within our CRM system.
- Complete audit trail and logging: The system must provide a transactional audit log tracking all system modifications and associated user, date & time.
  - All specifications are supported as demonstrated and delivered within our CRM system.
- Archiving: The system needs to provide an archiving functionality to track and store cemetery records as needed with the ability to seamlessly retrieve/ reactivate records.
  - All specifications are supported as demonstrated and delivered within our CRM system.
- Documentation of interments.
  - All specifications are supported as demonstrated and delivered within our CRM system.
- Tracking of lot sales (with variable price structures based on cemetery and location within the cemetery).
  - All specifications are supported as demonstrated and delivered within our CRM system.
- Ability to generate and print deeds, interment orders, lot cards, deceased cards, and owner cards.
  - All specifications are supported as demonstrated and delivered within our CRM system.
- Scheduling of interments and other events, including tracking assigned staff member(s).
  - All specifications are supported as demonstrated and delivered within our CRM system.
- Mapping of cemeteries (ESRI ArcGIS preferred).
  - Grave Mapping is included, and all specifications are supported as demonstrated and delivered within our CRM system.
  - ESRI ArcGIS – Custom Integration - Not Quoted
- Ability to print detailed maps of cemeteries and lots.
  - All specifications are supported as demonstrated and delivered within our CRM system.
- Ability to map structures to include, but not limited to, monuments, benches, fountains, and trees.
  - All specifications are supported as demonstrated and delivered within our CRM system.
- Tracking maintenance activities (including work orders).



- All specifications are supported as demonstrated and delivered within our CRM system.
- Attachment of uploaded documents to lots, lot owners and interment records.
  - All specifications are supported as demonstrated and delivered within our CRM system.
- Ability to transfer lot ownership within and between cemeteries.
  - All specifications are supported as demonstrated and delivered within our CRM system.
- Ability to track changes in lot ownership in real-time.
  - All specifications are supported as demonstrated and delivered within our CRM system.
- Ability to track and search ownership by individuals of multiple lots.
  - All specifications are supported as demonstrated and delivered within our CRM system.
- Ability to track and manage A/R with option to export data to printable reports or other software.
  - A/R All specifications are supported as demonstrated and delivered within our CRM system.
  - Lawson – Custom Integration – Not Quoted
- Generation and printing of invoices, receipts, contracts, and deeds.
  - All specifications are supported as demonstrated and delivered within our CRM system.
- Ability to provide internet access of selected historical records for genealogical research.
  - All specifications are supported as demonstrated and delivered within our CRM system.
- Mobile navigation to any gravesite.
  - All specifications are supported as demonstrated and delivered within our CRM system.
- Self-Service Kiosk compatibility.
  - Integrations and stand-alone devices are available thru our strategic partnership with Face2Face Marketing.
- Outlook email interface compatibility preferred.
  - Custom Integration – Not Quoted
- Microsoft Office compatibility for exported documents, especially Word and Excel. Mail merge integration.
  - All specifications are supported as demonstrated and delivered within our CRM system.
- Open Platform API and SDK
  - Included

Minority/Women (M/WBE)

- N/A

Subcontractors

- N/A



## REQUIRED FORMS

- A. Proposal Certification Complete and attach the Proposal Certification provided herein.
- B. Cost Proposal Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.
- C. Non-Disclosure Agreement This form is to be completed and inserted in this section. Your firm may be deemed non-responsive for failing to sign this form.
- D. Non-Collusion Statement This form is to be completed and inserted in this section.
- E. Non-Discrimination Certification Form This form is to be completed and inserted in this section. City of Fort Lauderdale Bid 12344-805-C19 5/8/2020 10:01 AM p. 26
- F. Local Business Preference (LBP) This form is to be completed and inserted in this section.
- G. 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.
- 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. W-9 for Proposing Firm This form must be completed and returned with your proposal.
- J. Active Status Page from Division of Corporations – Sunbiz.org Provide PDF of current page with your proposal.



## SECTION VI - COST PROPOSAL PAGE

Proposer Name: Cam Sites

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

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

### Notes:

Attach a breakdown of costs including but not limited to labor, equipment, materials and parts.

### Software Solution:

- |  |                      |
|--|----------------------|
| 1. Annual Software License Cost (up to 10 users)                 | \$ <u>40,080.00</u>  |
| 2. One-time Implementation Fee (including Training, Travel etc.) | \$ <u>120,000.00</u> |
| 3. Annual Software Maintenance Cost (fixed price for term)       | \$ <u>0</u>          |

### Data Conversion and Migration (see sections 3.2.1, 3.2.2, 3.4.7 and 4.2.4 for details):

- |  |                     |
|--|---------------------|
| 4. Data Conversion/Migration from previous software solution | \$ <u>10,000.00</u> |
| 5. Data Conversion/Migration from manual tracking system     | \$ <u>0</u>         |

### Total Project Cost

\$ 160,080.00

*Price Included*  
*Included in line item #2.*

*Correct Value.*

### Submitted by:

Michael McFarlane  
Name (printed)  
5/13/20  
Date

[Signature]  
Signature  
Director of Project Management  
Title

*5/14/20*

**SECTION VI - COST PROPOSAL PAGE**

Proposer Name: Cem Sites

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

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

**Notes:**

Attach a breakdown of costs including but not limited to labor, equipment, materials and parts.

**Software Solution:**

- |  |                      |
|--|----------------------|
| 1. Annual Software License Cost (up to 10 users)                 | \$ <u>40,080.00</u>  |
| 2. One-time Implementation Fee (including Training, Travel etc.) | \$ <u>120,000.00</u> |
| 3. Annual Software Maintenance Cost (fixed price for term)       | \$ <u>0</u>          |

**Data Conversion and Migration (see sections 3.2.1, 3.2.2, 3.4.7 and 4.2.4 for details):**

- |  |                     |
|--|---------------------|
| 4. Data Conversion/Migration from previous software solution | \$ <u>10,000.00</u> |
| 5. Data Conversion/Migration from manual tracking system     | \$ <u>0</u>         |

**Total Project Cost** \$ 160,080.00

**Submitted by:**

Michael McFann  
Name (printed)

5/13/20  
Date

[Signature]  
Signature

Director of Project Management  
Title



5/14/2020

Quote

**Quote**

5/14/20

**CEMSITES**  
 3358 Pittsburgh Road  
 Perryopolis, Pennsylvania 15473  
 (877) 783-9626

**QUOTE #**  
 016059  
**BILLED TO LAURIE PLATKIN**  
 City of Fort Lauderdale  
 Fort Lauderdale, FL

PRODUCT	QUANTITY	PRICE	TOTAL
<b>Secure CRM</b> <i>Completely customizable cloud cemetery records management software powered by our FlexCore framework. It is user-friendly and intuitive while maintaining robust computing and advanced searching options effectively automate your workflow process.</i>	1	\$28,000.00	\$28,000.00
<b>Secure CRM License</b> <i>Annual License. Includes access for 10 user profiles billed at \$180.00 per month.</i>	1	\$21,600.00	\$21,600.00
<b>Data Migration - Custom</b> <i>Cleanse and import existing digital data. Comprehensive data review will commence after scheduled discovery meeting. Up to 50 hours are allocated for this migration, additional time spent will be billable at \$150.00 per hour. (PCS)</i>	1	\$10,000.00	\$10,000.00
<b>Obstruction Manager</b> <i>Layered maps that mark the locations of trees, benches, buildings, rocks and other obstructions in relation to graves. Up to 53 hours allocated, additional time spent billed at \$150.00 per hour.</i>	1	\$8,000.00	\$8,000.00
<b>Map Printing</b> <i>Search and print cemetery maps by section, lot and grave level to use as a reference tool for both visitors and grounds crew. Up to 80 hours allocated, additional time spent billed at \$150.00 per hour. (4 Locations)</i>	1	\$16,000.00	\$16,000.00
<b>Visual Lot Viewer</b> <i>Visually connect burial, grave, owner and marker information with its physical location. Most consistent lot configuration setup globally. Includes Quick Add w/ Drag &amp; Drop. Up to 23 hours allocated, additional time spent billed at \$150.00 per hour.</i>	1	\$6,000.00	\$6,000.00
<b>AR Finance Module</b> <i>Streamline your cemetery's entire receivables process. Includes a standard template contract, invoice, billing statement &amp; receipt. Up to 100 hours allocated, additional time spent billed at \$150.00 per hour.</i>	1	\$15,000.00	\$15,000.00

5/14/2020

Quote

PRODUCT	QUANTITY	PRICE	TOTAL
<b>AR Finance License</b> <i>Annual License. Includes access for 10 user profiles billed at \$150.00 per month.</i>	1	\$18,000.00	\$18,000.00
<b>AR Financial Integration</b> <i>Integration w/ Lawson. Note: Comprehensive integration review will commence after scheduled discovery meeting. Up to 45 hours are allocated for this integration, additional time spent will be billable at \$150.00 per hour. (Import/Export)</i>	1	\$9,000.00	\$9,000.00
<b>Custom Document</b> <i>Custom Document. Up to 66 hours allocated, additional time spent billed at \$150.00 per hour.</i>	5	\$2,000.00	\$10,000.00
<b>Website Integration</b> <i>One page integration seamlessly emulating existing website. Includes Walk-To-Site, Records Search, Upcoming Burials &amp; Recent Interments. Up to 30 design hours allocated, additional time spent will be billable at \$150.00 per hour.</i>	1	\$4,500.00	\$4,500.00
<b>Website Hosting</b> <i>Website hosting billed annually.</i>	1	\$480.00	\$480.00
<b>KeepSafe Memorials</b> <i>Preserve heritage by selling online pages to which clients can add information about both living and deceased loved ones. Up to 23 hours allocated, additional time spent billed at \$150.00 per hour.</i>	1	\$3,500.00	\$3,500.00
<b>Mapping - Grave Level</b> <i>Allows cemeteries to plot, display and review burial inventory at the grave level. Up to 66 hours allocated, additional time spent billed at \$150.00 per hour. (4 Locations) (With Lat/Long supplied)</i>	1	\$10,000.00	\$10,000.00
<b>CemCare - Partner Support</b> <i>Dedicated client advocate assigned to support your cemetery. Emergency hotline 365 days-a-year. Proactive outreach that includes preemptive check-ups, quarterly evaluations, maintenance, software training, and adoption.</i>	1	\$0.00	\$0.00
<b>TOTAL</b>			<b>\$160,080.00</b>

This estimate is valid for 30 days and is based on the data and information we have gathered to date. Actual data quality and map detail will affect price. If during development, the job exceeds the original estimated development/design hours allocated, an estimate for additional work billable at \$150.00 per hour will be provided to the client for approval prior to continuing the client build. Upon completion and software beta release, an itemized final invoice will be provided to the client for payment processing. Does not include any transaction and/or bank fees or any applicable local/state/federal taxes. This is only an estimate. Please request invoice to pay from.



## **RFP # 12344-805-C19 - Cemetery Management Software Non-Disclosure and Confidentiality Agreement**

It is hereby understood and agreed that:

- The City of Fort Lauderdale, hereinafter referred to as the "City", is providing the cemetery data in the form of an MSSQL database, hereinafter respectively referred to as "data" and "database", to the bidder specified below and subject to the terms of this Non-Disclosure and Confidentiality Agreement.
- All data contained in the database is confidential in nature and is intended only for the use of the below signed bidder. All data is and will remain the property of the City.
- The data contained in the database must only be used in the development of bidder proposal for the City's cemetery software solution solicitation, RFP # 12344-805-C19. Any misuse or divulging of the data beyond its intended use may be subject to penalties under applicable laws.
- None of the data may be copied in part or in whole without the prior written agreement of the City of Fort Lauderdale.
- All bidder employees or associates using this data in part or in whole have a responsibility to ensure that none of the data, in part or in whole, is disclosed, duplicated, or transcribed in any way in contravention of this Non-Disclosure and Confidentiality Agreement.
- Bidder agrees to indemnify and hold the City harmless from and against any and all damages the City may suffer as a result of the disclosure or use of any Confidential Information in violation of this Agreement, or other violation hereof, including consequential damages, costs of litigation and collection, and attorneys' fees.
- The data shall remain the property of the City and shall be certified in writing by the bidder that it has been destroyed, after it was used for the development of the bidder proposal.
- The Bidder acknowledges that any violation or threatened violation of this Agreement may cause irreparable injury to the City, for which monetary damages may not be a sufficient remedy; and that the City will be entitled, without waiving any other rights or remedies to such injunctive or equitable relief as deemed appropriate by a court of competent jurisdiction.
- Venue shall lie in the 17th Judicial Circuit, Broward County, Florida, in the appropriate court or before the appropriate administrative body, or in the event of federal jurisdiction, in the Southern District of Florida.

**Proposer:**

Company or Organization: CemSites

Contact Name: Mike McFarley

Contact Signature: [Signature]

Contact Title: Director of Project Management

Mailing Address: 3358 Pittsbladen Rd. Derbysville PA 15473

Phone: 877 783 9606 Fax: N/A

E-mail Address of Contact Person: michael@cemsites.com

**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>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

**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.**

N/A  5/13/20



-

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

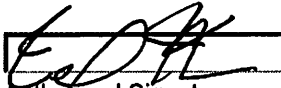
Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.


- (a) Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law.

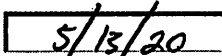
Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

  
Authorized Signature

 *Director of Project Management*  
Print Name and Title

  
Date

## CONTRACT 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 credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☒ Visa

Com Sites  
Company Name

Michael McFann  
Name (Printed)

5/13/20  
Date

[Signature]  
Signature

Director of Project Management  
Title



### LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its 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.

(1)

Business Name

is a **Class A Business** as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. 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.

(2)

Business Name

is a **Class B Business** as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. 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.

(3)

Business Name

is a **Class C Business** as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4)

Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5)

Business Name

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6)

Business Name

is considered a **Class D Business** as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY:

AUTHORIZED COMPANY PERSON:

NAME

SIGNATURE

DATE

**Form W-9**  
(Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Site Industries, LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**3358 Pittsburgh Road**

6 City, state, and ZIP code  
**Perryopolis, PA 15473**

7 List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

OR

Employer identification number

4	6	-	0	8	0	3	8	9	2
---	---	---	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person

Date **9 Nov 18**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CSC Insurance Options 4552 Route 51 South  Rostraver Township PA 15012	<b>CONTACT NAME:</b> Kendra Weaver <b>PHONE (A/C, No, Ext):</b> (724) 929-2300 <b>FAX (A/C, No):</b> (724) 929-3738 <b>E-MAIL ADDRESS:</b> kweaver@cscinsurance.com																					
<b>INSURED</b> Site Industries, LLC, DBA: CemSites 3358 Pittsburgh Road  Perryopolis PA 15473	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td><b>INSURER A:</b> Travelers Ind Co of Amer</td><td></td><td>25666</td></tr><tr><td><b>INSURER B:</b> Travelers P &amp; C Co of America</td><td></td><td>25674</td></tr><tr><td><b>INSURER C:</b> Farmington Casualty Co.</td><td></td><td>41483</td></tr><tr><td><b>INSURER D:</b></td><td></td><td></td></tr><tr><td><b>INSURER E:</b></td><td></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A:</b> Travelers Ind Co of Amer		25666	<b>INSURER B:</b> Travelers P & C Co of America		25674	<b>INSURER C:</b> Farmington Casualty Co.		41483	<b>INSURER D:</b>			<b>INSURER E:</b>			<b>INSURER F:</b>		
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<b>INSURER E:</b>																						
<b>INSURER F:</b>																						

**COVERAGES****CERTIFICATE NUMBER:** 7/20-21 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6800L354962	07/31/2019	07/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6800L354962	07/31/2019	07/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ incl in GL BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> DED <input checked="" type="checkbox"/> RETENTION \$ 5,000 OCCUR CLAIMS-MADE			CUP7N357915	07/31/2019	07/31/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB0L355762	07/31/2019	07/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Ft. Lauderdale Florida 100 N Andrews Avenue, Ste. 619  Ft. Lauderdale FL 33301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

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**BID/PROPOSAL CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through [www.BidSync.com](http://www.BidSync.com) prior to the bid opening date and time listed. Paper bid submittals will not be accepted. 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) Site Industries LLC. EIN (Optional): 46-0803898.

Address: 3358 PITTSBURGH RD.

City: Perryville State: PA Zip: 15473

Telephone No.: 877-783-9666 FAX No.: N/A Email: Michael@consites.com

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

120

Total Bid Discount (section 1.05 of General Conditions): 20%

Check box if your firm qualifies for MBE / SBE / WBE (section 1.09 of General Conditions): ☐

**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>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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. 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:

Michael McFARLI  
Name (printed)

  
Signature

5/13/20  
Date

Director of Project Management  
Title

Revised 4/28/2020

**BID/PROPOSAL CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through [www.BidSync.com](http://www.BidSync.com) prior to the bid opening date and time listed. Paper bid submittals will not be accepted. 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) **CemSites**EIN (Optional):

Address: **3358 Pittsburgh Road**

City: **Perryopolis**State: **PA**Zip: **15473**

Telephone No.: **7249194080**FAX No.: Email: **michael@cemsites.com**

---

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): **120**

Total Bid Discount (**section 1.05 of General Conditions**): **20%**

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☐

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**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>
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**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. **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:

**Michael McFann**

Name (printed)

**05/14/20**

Date

**Michael McFann**

Signature

**Director of Project Management**

Title

Revised 4/28/2020



## Laurie Platkin

---

**From:** Michael McFann <michael@cemsites.com>  
**Sent:** Tuesday, July 14, 2020 9:06 AM  
**To:** Laurie Platkin  
**Subject:** Re: [-EXTERNAL-] Re: 12344-805-C19 - Cemetery Management Software System - BAFO - Site Industries  
**Attachments:** City of Fort Lauderdale.pdf  
  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged  
  
**Categories:** Information, Important

Good morning!

Please find CemSites final bid sheet attached (1).

Key Changes:

- Added the additional 5 users requested, up to 15 users
- Included Escrow Implementation & Annual License charges
- Included Tech Resource Bundle - Gold, a bundle of custom development hours billed at a discount rate
- Included Onsite Training
  - Bullets 2-4 are all optional but highly recommended

Let me know if I can help further, cheers!

### MICHAEL MCFANN

Director of Project Management - CemSites

Office: 724-906-4443

Website: [www.cemsites.com](http://www.cemsites.com)

Address: 3358 Pittsburgh Road, Perryopolis, PA 15473

Social: [LinkedIn](#)

*The content of this email is confidential and intended for the recipient specified in the message only. It is strictly forbidden to share any part of this message with any third party, without the written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.*

On Mon, Jul 13, 2020 at 1:03 PM Laurie Platkin <[LPlatkin@fortlauderdale.gov](mailto:LPlatkin@fortlauderdale.gov)> wrote:

**SECTION VI – COST PROPOSAL PAGE - 12344-805-C19 - Cemetery Management  
Software - BAFO**

**PROPOSER'S NAME:** Site Industries LLC. dba CemSites

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

#	Item Description	Qty.	U/M	Unit Price	Extension
<b>Conversion/Migration:</b>					
1	Annual Enterprise Software License Cost (10-15 users) -	1	Lump Sum	\$ 47,904.00	\$47,904.00
2	One-time Implementation Fee (including Training,	1	Lump Sum	\$ 88,000.00	\$ 88,000.00
3	Annual Software Maintenance Cost (fixed	1	Lump Sum	0.00 (Included)	\$ -
4	Data Conversion/Migration from previous software solution	1	Lump Sum	\$ 8,000.00	\$ 8,000.00
5	Escrow Services for Software	1	Lump Sum	\$ 2,000.00	\$ 2,000.00
6	Ongoing Client Data Back-Up	1	Lump Sum	0.000 (Included)	\$ -
<b>SUB-TOTAL</b>					<b>\$ 145,904.00</b>
<b>Additional Items:</b>					
7	Cost of Additional License	1	Each	\$ 3,960.00	\$ 3,960.00
8	Optional - Escrow - Annual License	1	Each	\$1,200.00	\$1,200.00
9	Tech Resource Bundle - Gold	1	Each	\$ 5,750.00	\$ 5,750.00
10	Optional - Onsite Training - Included one trainier for three (3) full eight (8) hour days	1	Each	\$ 6,000.00	\$ 6,000.00
<b>TOTAL</b>					<b>\$ 162,814.00</b>

**Submitted By:**

Michael McFann

**Name (Printed)**

7/13/2020

**Date**

Site Industries LLC.

**Company Name: (Legal Registration)**



**Signature**

Director of Project Management

**Title**

7/13/2020

**Date**



**CEMSITES**  
3358 Pittsburgh Road  
Perryopolis, Pennsylvania 15473  
(877) 783-9626

PRODUCT	QUANTITY	PRICE	TOTAL
<b>Secure CRM</b> <i>Completely customizable cloud cemetery records management software powered by our FlexCore framework. It is user-friendly and intuitive while maintaining robust computing and advanced searching options effectively automate your workflow process.</i>	1	\$22,400.00	\$22,400.00
<b>Obstruction Manager</b> <i>Layered maps that mark the locations of trees, benches, buildings, rocks and other obstructions in relation to graves. Up to 32 hours allocated, additional time spent billed at \$150.00 per hour.</i>	1	\$6,400.00	\$6,400.00
<b>Map Printing</b> <i>Search and print cemetery maps by section, lot and grave level to use as a reference tool for both visitors and grounds crew. Up to 64 hours allocated, additional time spent billed at \$150.00 per hour.</i>	1	\$12,800.00	\$12,800.00
<b>Visual Lot Viewer</b> <i>Visually connect burial, grave, owner and marker information with its physical location. Most consistent lot configuration setup globally. Includes Quick Add w/ Drag &amp; Drop. Up to 24 hours allocated, additional time spent billed at \$150.00 per hour.</i>	1	\$4,800.00	\$4,800.00
<b>AR Finance Module</b> <i>Streamline your cemetery's entire receivables process. Includes a standard template contract, invoice, billing statement &amp; receipt. Up to 60 hours allocated, additional time spent billed at \$150.00 per hour.</i>	1	\$12,000.00	\$12,000.00
<b>AR Financial Integration - Custom</b> <i>An Import/Export AR Financial Integration with (Lawson) Note: A comprehensive integration review will commence during discovery. Up to 36 hours are allocated for this integration, additional time spent will be billable at \$150.00 per hour.</i>	1	\$7,200.00	\$7,200.00
<b>Custom Document</b> <i>Custom Document. Up to 8 hours allocated, additional time spent billed at \$150.00 per hour.</i>	5	\$1,600.00	\$8,000.00



PRODUCT	QUANTITY	PRICE	TOTAL
<b>Website Integration</b> <i>One page integration seamlessly emulating existing website. Includes Walk-To-Site, Records Search, Upcoming Burials &amp; Recent Interments. Up to 18 design hours allocated, additional time spent will be billable at \$150.00 per hour.</i>	1	\$3,600.00	\$3,600.00
<b>KeepSafe Memorials</b> <i>Preserve heritage by selling online pages to which clients can add information about both living and deceased loved ones. Up to 14 hours allocated, additional time spent billed at \$150.00 per hour.</i>	1	\$2,800.00	\$2,800.00
<b>Mapping - Grave Level</b> <i>Allows cemeteries to plot, display and review burial inventory at the grave level. Up to 40 hours allocated, additional time spent billed at \$150.00 per hour.</i>	1	\$8,000.00	\$8,000.00
TOTAL			\$88,000.00



**CEMSITES**  
3358 Pittsburgh Road  
Perryopolis, Pennsylvania 15473  
(877) 783-9626

PRODUCT	QUANTITY	PRICE	TOTAL
<b>Tech Resource Bundle - Bronze</b> <i>10 hour bundle pack billed at \$125.00 per hour.</i>	1	\$1,250.00	\$1,250.00
<b>Tech Resource Bundle - Silver</b> <i>25 hour bundle pack billed at \$120.00 per hour.</i>	1	\$3,000.00	\$3,000.00
<b>Tech Resource Bundle - Gold</b> <i>50 hour bundle pack billed at \$115.00 per hour.</i>	1	\$5,750.00	\$5,750.00
<b>Tech Resource Bundle - Enterprise</b> <i>100 hour bundle pack billed at \$110.00 per hour.</i>	1	\$11,000.00	\$11,000.00

## 12344-805-C19 - CONTRACT PRICING ALL THREE TERMS

YEAR 1 - Software Solution and Data Conversion/Migration		Qty.	U/M	Unit Price	Extension
1	Annual Enterprise Software License Cost (15-users) - Modules to Include .... Track and Manage Multiple Cemeteries; Accounting; Track & Manage Accounts Receivable; Audit Trail Tracking; Customization: (1) Between Modules, (2) of Security Group Tiers, (3) of Management Dashboard; Report and Query Generation; Cemetery Mapping; Sales and Tracking Lot Sales; Document Creation; Mobile Technology Support; Scheduling; Interments/Events; Tracking Assigned Staff and Maintenance	1	Year	\$ 47,904.00	\$ 47,904.00
2	One-time Implementation Fee (including Training, Travel etc.) - Breakdown Attached	1	Lump Sum	\$ 88,000.00	\$ 88,000.00
3	Annual Software Maintenance Cost (fixed price for term)	1	Lump Sum	Included	Included
4	One-time Data Conversion/Migration from previous software solution	1	Lump Sum	\$ 8,000.00	\$ 8,000.00
5	Escrow Services for Software	1	Lump Sum	\$ 2,000.00	\$ 2,000.00
6	Ongoing Client Data Back-Up	1	Lump Sum	Included	Included
7	Tech Resource Bundle - Enterprise - (100 hour bundle)	1	Each	\$ 11,000.00	\$ 11,000.00
8	Optional On-Site Training- Includes One (1) Trainer for three (3) full eight (8) hour days.	1	Each	\$ 6,000.00	\$ 6,000.00
				<b>TOTAL</b>	<b>\$ 162,904.00</b>
YEAR 2		Qty.	U/M	Unit Price	Extension
9	Annual Enterprise Software License Cost (15-users) Years 2-5	1	Year	\$ 47,904.00	\$ 47,904.00
10	Optional - Escrow - Annual License - Years 2-5	1	Year	\$ 1,200.00	\$ 1,200.00
				<b>TOTAL</b>	<b>\$ 49,104.00</b>
YEAR 3		Qty.	U/M	Unit Price	Extension
11	Annual Enterprise Software License Cost (15-users) Years 2-5	1	Year	\$ 47,904.00	\$ 47,904.00
12	Optional - Escrow - Annual License - Years 2-5	1	Year	\$ 1,200.00	\$ 1,200.00
				<b>TOTAL</b>	<b>\$ 49,104.00</b>
YEAR 4		Qty.	U/M	Unit Price	Extension
13	Annual Enterprise Software License Cost (15-users) Years 2-5	1	Year	\$ 47,904.00	\$ 47,904.00
14	Optional - Escrow - Annual License - Years 2-5	1	Year	\$ 1,200.00	\$ 1,200.00
				<b>TOTAL</b>	<b>\$ 49,104.00</b>
YEAR 5		Qty.	U/M	Unit Price	Extension
15	Annual Enterprise Software License Cost (15-users) Years 2-5	1	Year	\$ 47,904.00	\$ 47,904.00
16	Optional - Escrow - Annual License - Years 2-5	1	Year	\$ 1,200.00	\$ 1,200.00
				<b>TOTAL</b>	<b>\$ 49,104.00</b>
<b>1ST TERM GRAND TOTAL</b>					<b>\$ 359,320.00</b>



12344-805-C19 - CONTRACT PRICING ALL THREE TERMS

YEAR 6		Qty.	U/M	Unit Price	Extension
13	Annual Enterprise Software License Cost (15-users) Years 2-5	1	Year	\$ 47,904.00	\$ 47,904.00
14	Optional - Escrow - Annual License - Years 2-5	1	Year	\$ 1,200.00	\$ 1,200.00
				<b>TOTAL</b>	<b>\$ 49,104.00</b>

YEAR 7		Qty.	U/M	Unit Price	Extension
15	Annual Enterprise Software License Cost (15-users) Years 2-5	1	Year	\$ 47,904.00	\$ 47,904.00
16	Optional - Escrow - Annual License - Years 2-5	1	Year	\$ 1,200.00	\$ 1,200.00
				<b>TOTAL</b>	<b>\$ 49,104.00</b>

<b>2ND TERM GRAND TOTAL</b>	<b>\$ 98,208.00</b>
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YEAR 8		Qty.	U/M	Unit Price	Extension
13	Annual Enterprise Software License Cost (15-users) Years 2-5	1	Year	\$ 47,904.00	\$ 47,904.00
14	Optional - Escrow - Annual License - Years 2-5	1	Year	\$ 1,200.00	\$ 1,200.00
				<b>TOTAL</b>	<b>\$ 49,104.00</b>

YEAR 9		Qty.	U/M	Unit Price	Extension
15	Annual Enterprise Software License Cost (15-users) Years 2-5	1	Year	\$ 47,904.00	\$ 47,904.00
16	Optional - Escrow - Annual License - Years 2-5	1	Year	\$ 1,200.00	\$ 1,200.00
				<b>TOTAL</b>	<b>\$ 49,104.00</b>

<b>3RD TERM GRAND TOTAL</b>	<b>\$ 98,208.00</b>
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