

**AGREEMENT FOR
PAY BY PHONE PAYMENT SYSTEM SERVICE**

THIS AGREEMENT, made this 3rd day of September 2014, 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 Paybyphone Technologies Inc., f/k/a Verrus Mobile Technology Inc., a Canadian federal corporation authorized to transact business in the State of Florida, whose address and phone numbers are #403-1168 Hamilton St, Vancouver V6B2S2, Canada, Phone: 604-642-4286, Fax: 604-648-8533.

WITNESSETH:

For and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the Contractor shall provide a pay by phone parking payment system service, (the "Work"), and the City and the Contractor further covenant and agree as follows:

I. DOCUMENTS

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

- A. This Contract Form P-0001.
- B. The City's General Conditions ("Exhibit A").
- C. The Contractor's proposal dated April 21, 2009, in response to the City's RFP 695-10262, ("Exhibit B").

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, specific direction from the City Manager (or designee).
- B. Second, this Agreement Form P-0001 dated September 3rd 2014, and any attachments.
- C. Third, Exhibit A.
- D. Fourth, Exhibit B.

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 Exhibit B contains 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 September 15, 2014, and shall end on September 14, 2017. 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.

The City reserves the right to extend this contract for two (2) additional one (1) year terms under the same terms, conditions and specifications, providing both parties agree to the extension, Contractor performed satisfactorily and such extension is approved by the City.

IV. DEPOSIT TO CITY'S ACCOUNT

The gross amount of all credit card and debit card transactions made pursuant to this Contract shall be credited each day via the credit card and debit card processing service that the City designates directly to the account that the City designates.

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

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

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

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

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

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

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

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

This coverage must include, but not limited to:

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

Automobile Liability Insurance

Covering all owned hired and non-owned automobile equipment.

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

Consultants

Limits:	\$2,000,000 per occurrence
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Certificate holder should be addressed as follows:

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

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 contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

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 at 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 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 Article 768.28, Florida Statutes.

To the maximum extent permitted by applicable law, Granicus and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Granicus' and its suppliers' and licensors' liability exceed the amounts paid by client under this agreement regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise)).

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.

AA. 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.

BB. 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), this Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2014), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2014), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2014), as may be amended or revised.

CC. Public Records

Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records, and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2014), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

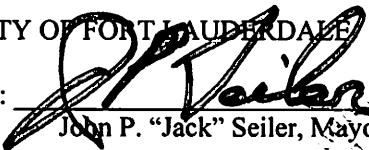
DD. United States Currency

All monetary amounts set forth in this Agreement are in United States dollars (USD).

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

CITY OF FORT LAUDERDALE

By:


John P. "Jack" Seiler, Mayor

ATTEST:


Jonda K. Joseph, City Clerk

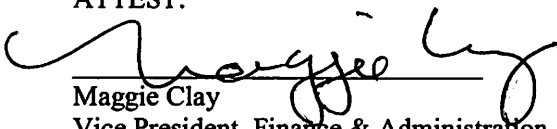
By:


Lee R. Feldman, City Manager

Approved as to form:

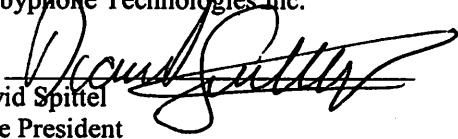

Senior Assistant City Attorney

ATTEST:


Maggie Clay
Vice President, Finance & Administration
Corporate Secretary

Paybyphone Technologies Inc.

By:


David Spittel
Vice President

(SEAL)


STATE OF

Form P-0001

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City OF Vancouver :

The foregoing instrument was acknowledged before me this 12 day of February, 2014, by David Spittel, as vice president for Paybyphone Technologies Inc., f/k/a Verrus Mobile Technology Inc., a Canadian federal corporation authorized to transact business in the State of Florida.

(SEAL)

Notary Public, State of British Columbia
(Signature of Notary Public)

Dronda Bell Notary Public
120-120 Street
(Print, Type, or Stamp Commissioned Name of
Notary Public) Vancouver, B.C. V6B 2Y5
604-685-1544

Personally Known OR Produced Identification
Type of Identification Produced Driver's License

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of 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

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

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

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

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

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

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

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

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

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

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

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

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

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

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

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

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

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

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the 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 cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold

harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

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

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

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

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

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

PART IV BONDS AND INSURANCE

- 4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

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

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

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.

- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, Form G-107 Rev. 07/13

and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

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

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.
- 5.22 PUBLIC AGENCY CONTRACTS FOR SERVICES:** if applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:
- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of 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

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

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

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

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

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

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

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

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

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

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

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

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

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

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

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

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

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

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the 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 cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold

harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

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

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

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

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

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

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

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

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

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

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

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

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

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

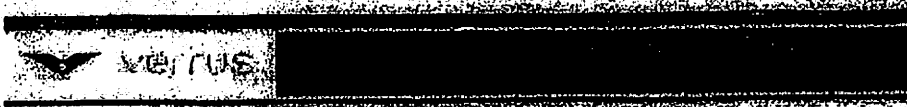
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, Form G-107 Rev. 07/13

and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

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

- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 **LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.
- 5.22 **PUBLIC AGENCY CONTRACTS FOR SERVICES:** If applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:
- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.



Letter of Interest

July 15, 2009

**CONTRACT
COPY**

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

Attention: Rick Andrews

Dear Mr. Andrews:

Verrus Mobile Technologies Inc. confirms an extension to Oct 1, 2009 of the terms of our proposal for Request for Proposal # 665 - 10262.

We look forward to working with the City on the Pay by Phone project.

Sincerely,

A handwritten signature in dark ink, appearing to read "D. Griffin".

Desmond Griffin
CEO
Verrus Mobile Technology Inc.

Letter of Interest

April 10, 2009

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

Attention: Rick Andrews

Dear Mr. Andrews:

Verrus Mobile Technologies Inc. confirms its submission for Request for Proposal # 685 – 10262 as posted by the City.

Please find the attached proposal as Verrus's commitment to performing the Pay by Phone services outlined in the City's requirement document.

Thank you for your time in considering our qualifications.

Sincerely,

604 642 1128
X112
Buzz Hemphill
VP Sales
Verrus Mobile Technology Inc.

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Narrative

1. Overview

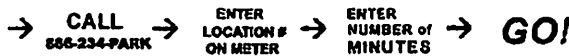
By adopting the Verrus Pay by Phone parking system, the City of Fort Lauderdale will be able to:

1. Accept electronic payments including credit and debit cards at all on-street and off-street locations with no capital investment, meter upgrades or new enforcement equipment
2. Increase average per transaction revenue by as much as 50%
3. Take advantage of all current Verrus users in the Greater Miami area (Miami Parking Authority, Wilton Manors and University of Miami)
4. Incur zero costs associated with the Pay by Phone service including signage

2. Verrus

Verrus is the world's leading mobile parking payment system, developed and operated in North America for over 8 years. Verrus now processes over 12 million parking payment transactions a year.

The Verrus Pay by Phone service allows any parking customer to initiate and pay for parking by cell phone (or other wireless device).



Five minutes prior to parking expiry, the system can notify the customer via text message and provide the ability to call in to extend time remotely (subject to restrictions configured for the zone). Customers can optionally receive a receipt by email for each transaction.

SELECT VERRUS MUNICIPAL & GOVERNMENT CUSTOMERS

- o Miami Parking Authority
- o City of Dallas
- o University of Miami
- o City of Redwood City
- o City of Vancouver
- o City of Winnipeg
- o City of Aspen
- o City of Westminster, U.K.

VERRUS COMMERCIAL CUSTOMERS

- o Imperial Parking Corporation
- o Diamond Parking
- o Republic Parking NW
- o Standard Parking
- o Douglas Parking
- o Advanced Parking Systems
- o Metro Parking
- o NCP

Key Pay by Phone Service Features

Feature	Supported
Payment by Phone, Text Message and Web	✓
Flexible rates engine supporting minutes, hours, days, max stays, restrictions, events	✓
Support for 100,000+ individually numbered meters or 100's of zones	✓
Support for individual, block to block, or corridor regulations that affect meter availability	✓
Text messaging to customer before end-of-payment time approaches	✓
Fully customizable administration and management reporting	✓
Real time Integration with major meter and handheld manufacturers	✓

3. Why Verrus?

Verrus is the best provider of parking technology services for the City for the following reasons:

1. Depth of Experience

Verrus has the most extensive experience deploying and operating large scale Pay by Phone services within North America & the UK. The company currently enjoys:

- Over 1.2 Million Pay by Phone parking subscribers
- Over 350,000 parking spaces activated for the Verrus Pay by Phone service.
- Integration with a wide range of pay station and handheld manufacturers (including Digital Paytech)
- A thriving and growing Pay By Phone customer base already in place in the Miami area

The large number of Verrus clients using Pay by Phone in large on-street environments significantly reduces adoption risks and ensures a high quality implementation.

2. Commercially Proven Scalable Systems

Verrus parking systems have been deployed in full production for many years with municipalities, large commercial operators and colleges. Verrus services have demonstrated reliability having in the last year:

- Processed over 10 million parking transactions
- Collected nearly \$100 Million in parking fees on behalf of parking operator customers
- Responded to thousands meter out of order calls,
- Processed tens of thousands of parking violation payments,
- Initiated over 1 million parking validations,
- Delivered more than 5 million SMS notifications.

3. Commitment to Parking Innovation

Being the first organization in North America to build and launch a Pay By Phone parking solution, Verrus has demonstrated innovation and leadership in the parking industry. The company has continued innovation throughout its history building additional leading parking services including:

- Meter Out Of Order Response and Management System
- Online Parking Validations
- Event Parking Management
- Digital Parking Permits

Each service can be activated independently, but is fully integrated with the core Verrus platform allowing both operators and customers to access the services via a single common account.



Proposed System

1. Overview

The Verrus Pay by Phone system provides drivers with a fast and easy way to purchase parking, while providing the City with a means to enable credit and debit card payment across all meters without the need to incur capital cost. The solution requires:

- o No meter upgrades,
- o No software to install,
- o The ability for the driver to pay with any type of phone

The Pay by Phone system operates entirely independently of existing mechanical revenue control systems but can, if required, integrate with many different electronic on-line revenue control systems.

2. The Pay by Phone Customer Experience

The Pay by Phone service allows drivers to pay via cell phone through touch tone or text message. The service can be used immediately while you are right in front of the meter with no pre-registration required.

Parking with Verrus requires four simple steps:

1. Call the telephone number posted
2. Supply a credit card (first time only)
3. Enter the meter / zone number
4. Enter the number of minutes desired

Once cost has been confirmed, the system processes payment against the credit card on file. Provided that payment is successful, the driver is recorded as active for the specified location & duration.

Reminders & Extending Parking

The Verrus system automatically reminds customers of parking expiry via text message five minutes prior to session expiry. Drivers who need more time have the option to add time remotely by calling 1-866-990-PARK. The system automatically enforces bylaws and ensures that maximum stays and rush hour or other restrictions are adhered to.

Multilingual Capability

The Verrus Pay by Phone service supports both English and Spanish for all transactional interaction including IVR voice prompts and reminder text messages.

During initial signup, users are asked to select their preferred language for interaction. At any point in the future, the user may update their profile via web site or IVR to change their default language setting.

Additional languages will be added as requested over time.

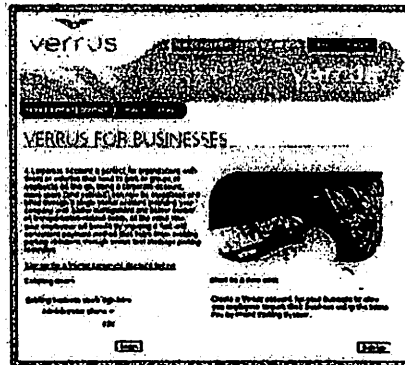
Personal & Business Accounts

Verrus provides features that make it easy for both Personal and Business users to use the Pay by Phone service. Personal accounts are the default account type and the best choice for most parkers. Personal accounts use a single account number and a single credit card for billing. Personal accounts allow the driver to have multiple license plates registered and the ability to select the proper vehicle at the time of parking.

Business accounts allow businesses with multiple employees and a fleet of vehicles to easily manage their parking expenses using the Pay by Phone service. Business accounts enable a business to create a Pay by Phone account with a single business credit card and allow employees to park any vehicle in the company vehicle fleet.

Any company can create a business account through a series of simple steps at www.verrus.com. It is as easy as filling out the following information:

- o Company name and contact information
- o A primary account administrator to be responsible for managing and administering the corporate account
- o The company credit card
- o Vehicles and employees with permission to use this account for their business-related parking needs



Once the account has been created, those individuals added receive an automatic email providing instructions as to how to use the Verrus Pay by Phone parking service. The business account feature allows businesses a single centralized view of their employee parking expenses through, consolidated reporting and an easy to use web-based administration system to manage employees and vehicles.

Employees are automatically recognized through their mobile phone number whenever they call into the Verrus mobile payment system. If they have both a personal and business account, the system will automatically ask them which account to use each time.

3. Technology Platform: Software, Hardware & Middleware

Overview

The Verrus Pay by Phone service operates on the Verrus Mobile Commerce & Messaging Platform ("VMCM") - a robust and scalable application hosting environment that provides core functions required to deliver commerce and messaging services to wired and wireless devices via SMS, WAP, Web and Interactive Voice Response ("IVR").

The modular nature of the Verrus architecture allows any application to easily leverage the core application platform capabilities, reducing development effort and allowing rapid deployment of new services.

Platform Environment

The VMCM platform provides a centralized environment that exposes services required to build, host and operate wired and wireless applications. The platform supports multiple applications and multiple merchants from a common software and hardware platform.

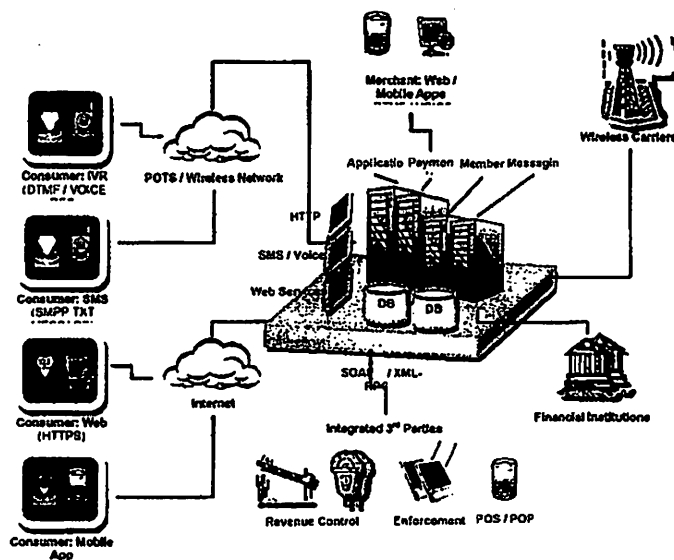
The centralized nature of the system provides significant benefits that include:

- o Rapid development times,
- o Lower cost solution implementation,
- o High scalability.

Verrus applications are segregated both logically and physically by function and are divided into sub-systems as described in the next table. Each system component is deployed on redundant, fault-tolerant hardware. Linear scalability is achieved by simply adding hardware to any near-capacity sub-system server farm.

Key Verrus Platform Sub Systems

System	Function
Message Center	Delivers carrier-grade SMS and MMS messaging services to any wireless subscriber throughout North America, Europe and Asia. Functions include: <ul style="list-style-type: none"> o Cross-carrier short-code hosting, o Complex message routing and delivery rules, o Variable-rate message throttling & queuing, o SMS aggregation and direct SMPP binding.
Commerce Center	Expose a set of secure, reliable and high performance interfaces for conducting financial transactions via wireless devices. Commerce services include components for executing, processing and recording financial transactions in a variety of currencies using multiple payment methods including major credit and debit cards, Automated Clearing House (ACH) transfers and prepaid billing.
Telephony Center	Provides interactive voice response and voice recognition capabilities via digital circuits terminated at Verrus data centers. Functions include: <ul style="list-style-type: none"> o Call Bridging, o Failover, o Monitoring, o Redirection
Vertical Application Modules	Vertical application modules leverage the Verrus Wireless Platform Infrastructure to deliver commerce, messaging services and business functionality to the hands of consumers and corporate users. Examples of vertical application modules include: <ul style="list-style-type: none"> o Pay By Phone Parking, o Digital Parking Permits, o Meter Out Of Order System, o Violation Payments, o Electronic Parking Validation. <p>Each application is hosted on a common hardware and software platform, and implements a specific user and security model. Applications also implement connections to commerce, messaging, voice services, 3rd party software services and business rules as required</p>



Hardware / Software Platform

Database & Operating Systems

- Database: *Oracle 10G*
- Telephony Platform: *Dialogic*
- Operating Systems: *Suse Linux, Windows Servers*

Primary Development Platforms

- Web / Wireless: *Microsoft .Net*
- Telephony Systems: *Dialogic*
- Database: *Oracle PL/SQL*

Parking Enforcement

Enforcement is easily handled with any wireless enabled device including cell phones, Blackberries, PDA's or proprietary wireless ticketing devices.

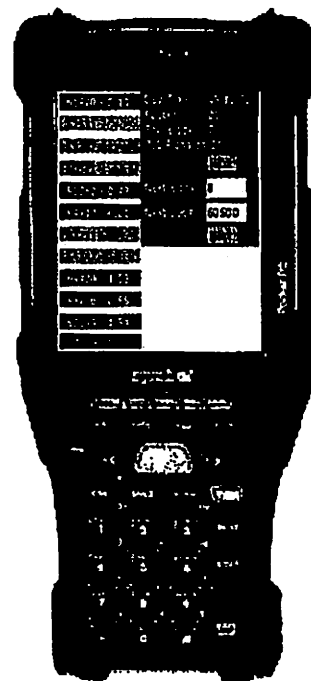
The parking enforcement agent simply enters the lot or block number in their device and valid parking sessions are shown.

In a Pay by Space or individual meter environment, it will list the actual meter numbers (shown to right).

In a Pay & Display environment, the device will show the parker's license plates.

As the enforcement officer makes their way down their route, they simply press the next button to view the next group of meters or parking lot.

Additionally, using an handheld enforcement device integrated with the Verrus platform delivers the ability to check for validly parked vehicles with the patroller's own ticketing device. Therefore there is no need for a secondary device to validate payment for Pay by Phone customers.



4. Marketing Communications and Signage

Signage

Signage is a critical part of the deployment of any Pay by Phone system.

Verrus experience with active service implementations indicate that clear, well-placed signage with simple messaging has a profound impact on service adoption.

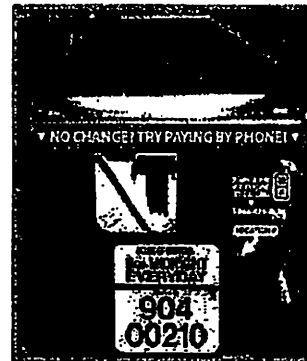
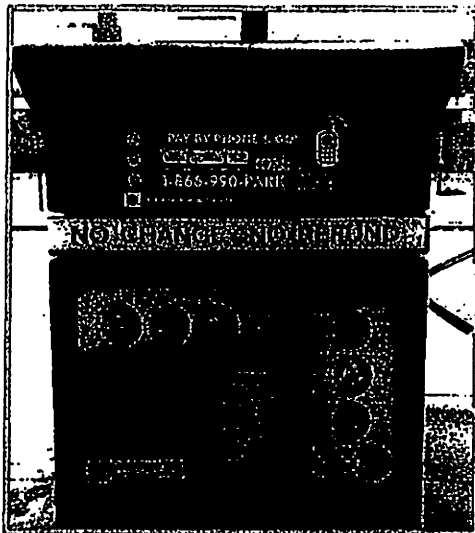
Messaging on the signage reflect the benefits of Pay by Phone for that particular area.

- Line Too Long?
- No Change?
- In a Hurry?

Signage with a clear and concise benefit statement has show Pay by Phone adoption to increase usage by up to 30%.



In an on-street deployment with single, double-head and multi-space meters, the easiest and most effective deployments are embedded via decals on both front and back of the meters similar to the following example:



Communications + Media Programs

The on and off street parking environments exhibit characteristics that drive significant adoption of alternative payment services. These characteristics include:

- High volumes of transactions,
- Payment challenges (due to either restriction to coin payment, or pay station usability)
- Lack of convenience services for customers:
 - No receipt issuance capability,
 - Inability to easily notify on bylaw information,
 - Inability to extend parking remotely.

Verrus will work with the City to exploit this unique opportunity through a proven and comprehensive communications program designed to build awareness and drive adoption of the Pay by Phone service on City parking facilities. Channels typically include implementing public relations and media campaigns at service launch, update of City communication contact points, viral email and SMS activities to existing Verrus customers and implementation of launch and ongoing promotional programs to stimulate uptake.

Verrus marketing programs focus on communicating relevant messages that address the needs of individual market segments. The best returns are typically generated from concentrating on those customers who are likely to be converted to regular or high-volume users.



5. Market Research

Market research into acceptance of the Pay by Phone service has been promising. A recent survey of several hundred new Verrus Pay by Phone subscribers yielded the following results:

- 94% found Pay by Phone very easy or easy to use the system
- 93% rated the fact that there was no need to find change as highly important in their decision to use the service
- 89% rated the ability to top up their parking as highly important
- 90% said they would use it either every time or most times they park
- 95% said they were either very satisfied or satisfied with the service

6. An Example Verrus Client using Pay by Phone System

City of Vancouver Parking Operations Overview

The City of Vancouver operates 8,000 single and double-head McKay and Duncan coin-only meters on-street throughout the City. Parking is paid between the hours of 8 AM and 8 PM, seven days per week. Rates typically range between \$.50 and \$4.00 per hour, depending on zone. The City enforces a number of bylaws including maximum stays and parking restrictions in specific zones during rush hour times.

City Parking Pre-Pay by Phone Environment Highlights:

- o \$18 million annual parking revenue,
- o 8,000 single / double-head meters,
- o Payment by coin only,
- o Average transaction of \$1.80.

The City parking enforcement team is comprised of three dozen enforcement officers using wireless handhelds for enforcement purposes.

Pay by Phone Vancouver Project History

In 2005, the City issued an RFP and invited proponents to bid on a solution that would enable credit card payments on all 8,000 single and double-head meters through the use of a Pay by Phone system. Verrus bid competitively and was awarded the contract in late 2005.

The solution has since been implemented in Q2 '06 and has been operating with a significant amount of success.

The City now processes approximately 4,000 pay by phone transactions a day with an average transaction of \$3.00.

Vancouver Pay by Phone Solution

Customer Registration & Usage

The Verrus implementation of Pay by Phone in Vancouver provides parking users with a fast and easy way to pay for parking using mobile phones. Customers who wish to pay by phone can either register via web or instantly via phone at the point of purchase.

Parkers can activate by simply calling 604-909-PARK, supplying the number of minutes they wish to stay for and confirming the cost. Once confirmed, a payment is processed against the credit card on file, and the vehicle is registered in the system as "parked".

Prior to expiry, the customer is sent a text message reminding them of the expiry time. Provided that bylaws allow it, the customer may call back in to add more time remotely without needing to re-visit the meter.

7. System Administration

The system is entirely hosted and does not require the installation of any software by the City. City staff use secure web-based tools to conduct administration and reporting. Services available to the City allow City staff to:

1. Activate customer parking sessions.
2. Issue refunds & credits.
3. Change rates by location or zone.
4. Report on usage by customer and location.
5. Reconcile deposits.

8. Payment Management System

The Verrus Pay by Phone payment processing system allows for payment via both credit and debit cards. The system can process in a variety of currencies and can be configured in a variety of ways according to the needs of the customer.

Supported Payment Configurations

Method	Option	Description
Credit & Debit Card	Direct To Merchant	Processes payments directly to the customer's merchant account. Deposits are received the day following the transaction.
	Verrus To Merchant	Processes payments to the Verrus merchant account. Payments are remitted to the customer on a pre-determined schedule via EFT.

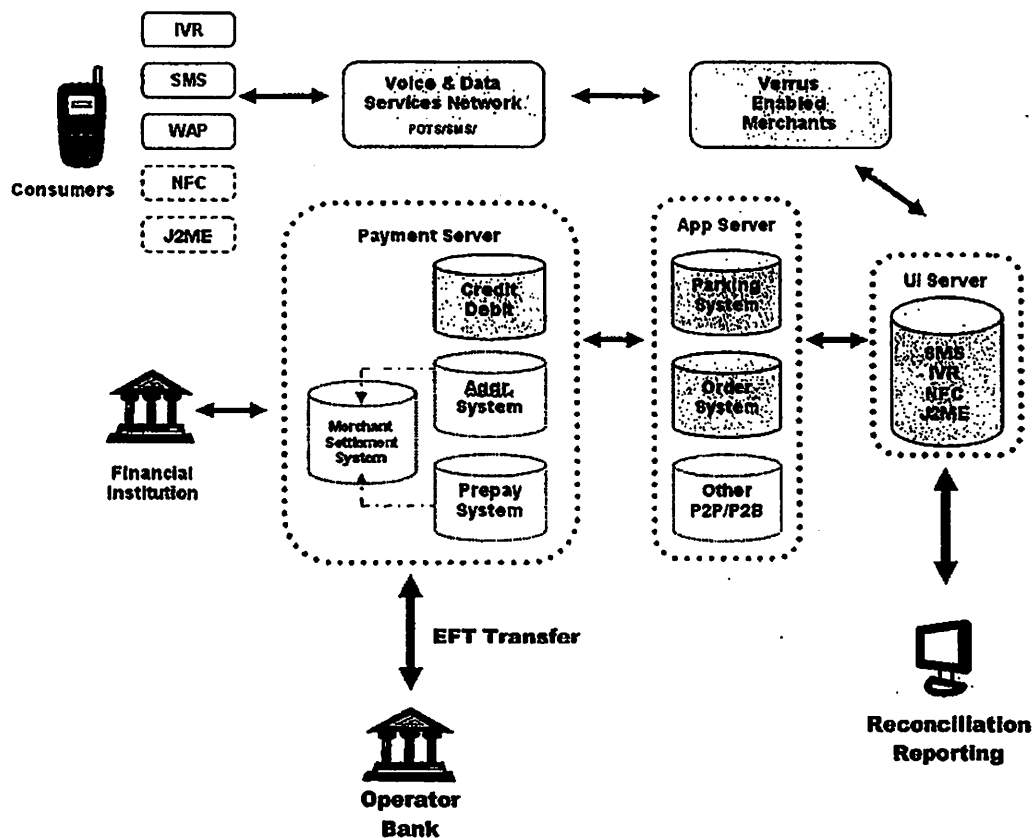
All Verrus transactions provide a complete audit trail from initial phone call through to bank batch deposit. Each transaction is tagged with a unique transaction identifier that is passed through from Verrus servers to the processors.

The transaction identifier allows for retrieval of all session data including:

- Parking location, start and end times,
- Processor generated authorization codes,
- Dialed phone number,
- Message delivery and content.

Standard reporting tools provide the ability to conduct end-to-end reconciliation on a transaction by transaction basis.

The diagram on the right outlines the Verrus Pay by Phone Payment Process.



9. System Set-up & Maintenance

The Verrus solution has a robust parking rate engine that has an unmatched depth of functionality. The solution will provide the City with the ability to handle many different scenarios including:

- Maximum time restrictions by zone, street or meter(s)
- Return time restrictions by zone or street or meter(s)
- Specific rates for a zone, street or individual meter
- Rates can be set by time, day of the week or holidays.
- The system accommodates Special Event rates.
- Different sides of the street can have different available time to accommodate situations such as rush hour requirements.

Once a City employee logs on with their secure user ID, all rate, event and location parking details are easily configured through the Verrus web interface. These can be tested and audited through the online reports and through the phone system.

Home	Locations	Customers	Logout																																				
Search																																							
<input checked="" type="checkbox"/> Search Customer Options <input checked="" type="checkbox"/> Accounts <input checked="" type="checkbox"/> Credit/Debit Cards <input checked="" type="checkbox"/> License Plates <input checked="" type="checkbox"/> Lastname <input checked="" type="checkbox"/> Search Locations Options <input checked="" type="checkbox"/> Location ID <input checked="" type="checkbox"/> Vendor Lot ID <input checked="" type="checkbox"/> Location Name <input checked="" type="checkbox"/> Location Address <input checked="" type="checkbox"/> Stall Number																																							
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Pay by Phone - General																																							
<table><tr><td>Location Type:</td><td>Pay by Phone</td><td>PBC Patrol Type:</td><td>Pay by Phone</td></tr><tr><td>Stall Based?</td><td>Yes</td><td>Patrol Grace Minutes:</td><td>5</td></tr><tr><td>License Plate Based?</td><td>No</td><td>PBC Default Time Unit:</td><td>Minutes</td></tr><tr><td>First Time Discount:</td><td>0</td><td>Receipt At Start?</td><td>No</td></tr><tr><td>Currency:</td><td>USD</td><td>Holiday Calendar:</td><td>Pay by Phone</td></tr></table>				Location Type:	Pay by Phone	PBC Patrol Type:	Pay by Phone	Stall Based?	Yes	Patrol Grace Minutes:	5	License Plate Based?	No	PBC Default Time Unit:	Minutes	First Time Discount:	0	Receipt At Start?	No	Currency:	USD	Holiday Calendar:	Pay by Phone																
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Currency:	USD	Holiday Calendar:	Pay by Phone																																				
Pay By Phone - Stalls, Meters, Groups																																							
Pay By Phone - Maximum Stays																																							
Pay By Phone - Transaction Fees																																							

Section of Lot Maintenance Window

10. Reporting

All data is stored centrally in real time at remote state-of-the-art data centers with 24x7 security, redundant power and redundant Internet connectivity. Once a parking transaction is initiated, all data is recorded and maintained in the Verrus database.

The City will immediately have access to all standard Verrus reports for viewing Pay By Phone revenue, customer usage and enforcement activity. Additionally, Verrus can customize existing, or create new reports to meet the City's particular needs. The Verrus administration website & reports are accessible by secure user ID (as designated by the City). Each user may have access to different areas of the administration site depending on their security profile.

From the moment that the user connects to the Verrus system, all information is recorded and logged. For example, if someone calls to start a transaction and stops before mid-call, the Verrus reports will show all of the keys pressed and even where the call ended. This large store of information can be used in a variety of reports.

Every Verrus report is exportable to Excel with the click of a single button.

The following table provides a list of standard reports. Additional custom reports may be developed to meet client-specific needs.

Application	Report
Pay By Phone	Customer Call Log
	Customer Parking History
	Get Verrus Location From Vendor Location #
	Parking History By Last 4 Digits of Credit Card
	Vehicle Parking History
	Query Currently Parked Vehicles
	Enforcement Details By Enforcement Officer
	Current Enforcement Officer Locations
	Parking Sessions By Lot & Date
	Total Checks By Enforcement Officer
	Total Enforcement Checks By Lot
	Vehicle Count By Lot & Date
	Accepted Credit Card Transaction Details
	Transaction Processing Fees By Region / Lot
	Information Dashboard
	Transaction Deposit Report

[illegible]

Report Example: Verrus Information Dashboard

[illegible]

Report Example: Customer Parking History Report

11. Response Matrix

Description	Comments
<p>1. Describe how a customer would register to use your system for the first time. Describe in detail what options would be available to the customer and what connectivity your system requires in order to process transactions.</p>	<p>Users can register and park with Verrus on the first call into the system without pre-registration.</p> <p>During this first call, after a brief account setup, the user can park immediately without redialing</p> <p>User can also setup an account online at www.paybyphone.com.</p> <p>Users create either a personal or corporate account. Corporate accounts allow fleets of vehicles to be setup under one master account.</p> <p>Other account information includes:</p> <ul style="list-style-type: none"> • Language (Spanish or English) • Credit Card Details: VISA, MasterCard or American Express • Security Code (Personal Identification Number) • Email Address (Allows email receipts) • Text Message Reminders • Vehicle License Plates <p>Users can park using any mobile phone or landline.</p>
<p>2. Can customers review their profile and parking history over the Internet?</p>	<p>Users can access their profile and access their complete parking history at any time online at www.paybyphone.com.</p>
<p>3. Describe in detail what security requirements and systems are in place to protect our data as well as the customers'.</p>	<p>Verrus takes security and confidentiality very seriously. All key information is transmitted under 128 bit SSL and stored in an encrypted format in the Verrus Oracle databases which are physically isolated from the Internet.</p> <p>Where visible to CSR staff, credit card numbers are only presented with the last 4 digits on all reports.</p> <p>Verrus meets the highest level of PCI service standards as described elsewhere in this document.</p> <p>At no point, will Verrus market, sell or divulge any customer information.</p> <p>A detailed and extensive privacy policy can be found at (http://www.verrus.com/verrus/privacypolicy.aspx).</p>

<p>4. Does your system support international cell-phones and credit cards? List and attach copies of any security certifications your company holds.</p>	<p>Yes. As Verrus is in use in North American, the UK and Australia (and soon in South America), Verrus accepts international cell phone numbers and any version of VISA, MasterCard or American Express.</p> <p>The single most important credit card certification is PCI compliance.</p> <p>It is important to note, that while companies may claim to be PCI compliant, if they do not appear on the VISA website they are not compliant with the level of transactions that the City will require. Compliant providers can be found at:</p> <p>http://usa.visa.com/download/merchants/cisp-list-of-pcidss-compliant-service-providers.pdf</p>
<p>5. Does your system require pre-registration before its use, if not please describe the process. Are users required to pay an annual membership fee? Does your system require a per use or transaction fee? If so how much?</p>	<p>Users can register and park by phone on the first call into the system.</p> <p>There are no membership fees or hardware devices to purchase. Users are only charged when they use the system.</p> <p>The fees for the service are outlined in Pricing Section</p>
<p>6. Can a customer use your system without any additional hangtags, barcodes or other items to display or attach to the vehicle? Explain</p>	<p>There is no requirement for any in-car decal, meter, barcodes or other items to display.</p>
<p>7. Describe the process by which the City will be reimbursed for parking time. How often? By what means (check, wire, automatic deposit, etc). Describe in detail the exchange of revenue from cell-phone-paid parking.</p>	<p>Verrus will utilize the City's own merchant account. This means that all transactions will be authorized in real time and deposited into the City bank account daily.</p> <p>The City will be sent an invoice monthly for the transaction fees due to Verrus (the City holds the Verrus transaction fees until the end of the month).</p> <p>The City also will have access to numerous real-time financial reports on the Verrus administration website.</p>
<p>8. Describe the various contact options your system provides a customer. Does your system have a toll free number? What hours can a customer contact a live person for support.</p>	<p>Automated customer service, such as updating registration details, is available through the automated phone system and online at www.paybyphone.com.</p> <p>Live agent customer service is available for second line issues related to payment by phone from 9:30 am to 8:30 pm EST Monday - Friday.</p> <p>Front line questions and issues are handled immediately. 98% of issues are currently solved on the initial call with a resolution time of under 5 minutes.</p>

9. Describe your process for resolving customer complaints; attach a separate policy document if appropriate.

Verrus operates a ticket tracking and ranking system for complex inquiries that cannot be addressed immediately. Issues are escalated based on their level and urgency as described below.

Typical Issue-Response Levels:

- o Level I – enhancement requests – no time limit
- o Level II – minor functional issues (not business critical) < 3 weeks
- o Level III – Major issues or financial issue – same day response < 1 week
- o Level IV – critical / system down – immediate "all hand on deck" until issue resolved

Verrus operates with two emergency system support engineers available at all times. Emergency staff are available to the City 24x7 via phone and email for all level III and IV issues.

10. Describe what items are required to identify a vehicle to your system, and what items are required to identify a vehicle to the parking space.

Depending on the parking environment, Verrus can use space number, meter number or license plate.

The current environment in Fort Lauderdale is probably best served by a hybrid combination.

- o Coin Meters – identified by meter number
- o Pay by Space – identified by space number
- o Pay & Display – identified by license plate

Enforcement can be handled either by wireless device (cell phone, Blackberry or wireless ticketing device) or through a supported integrated meter (e.g. Digital, Parkeon).

Either method will allow the enforcement officer to check whole blocks of the street, complete lots or individual vehicles.

11. Describe in detail the location, number of meters, spaces etc of your two largest customers. Where, and for how long have they been your customer?

1. City of Westminster, London, UK: The largest parking authority in Europe with annual revenue of £85 Million. 9,000 spaces are under contract. Launched in Oct of 2006. As of 2009, 76% of parking revenue is collected through Verrus.

2. City of Vancouver, Canada: 8,000 parking spaces with single head coin meters and Verrus Pay by Phone service deployed. First live operation in Q2 2006. Currently 160,000 registered users, 4,000 daily transactions.

3. Other

Miami Parking Authority: 8,000 on-street and 3,500 off-street spaces have been live since May 2008. More than 20,000 registered users.

12. How many customers are registered and actively using your system? Please describe numbers of customers and which cities they are in.	Verrus has over 1,200,000 registered users across over 100 cities and towns.
13. Describe the process your system utilizes to notify customers of pending or expired parking time. Please provide specific details as to the process and infrastructure used, attach separate document if necessary.	<p>Drivers receive a text message reminder 5 minutes before parking expires. Reminders are sent via true SMS from the Verrus's shortcode 888111.</p> <p>Additionally, users may call back into the system at any time to hear how much time is remaining.</p>
14. What is the credit card settlement process used by your system/software? Provide samples of reports. Can reports be modified as to form and format by City's IT staff? Can report data be exported to Excel? Please describe.	<p>Unless otherwise requested, the system will use the City's merchant account. Authorization of transactions is conducted in real time. Settlement of batches occurs at 11PM and batches are deposited on the next business day.</p> <p>Verrus provides numerous reports via our website. Although the City cannot customize them directly, Verrus is able to work with the City to create any required reports.</p> <p>Every report in the Verrus system is exportable to Excel.</p> <p>Refer to section 10 for reporting examples.</p>
15. Can a customer utilize your system using any phone or are they restricted to the phone used for registration? Please describe.	<p>While there are fewer steps when the system recognizes your account by your caller ID, any phone (mobile or landline) can be used.</p> <p>For example, one could even park with their mobile phone and then extend parking with their office phone.</p>
16. Does the system have the ability to:	
a) Utilize maximum stay restrictions? Explain	Maximum stay restrictions (and all other parking parameters) can be based on days of the week, time of day, zones, street blocks or even down to an individual meter.
b) Restrict people from re-parking and paying via cell phone for a configurable period even after parking expires? Explain.	<p>The City will have the flexibility to decide if they want this restriction and the length of time preventing someone from re-parking.</p> <p>For example, after someone has reached the maximum stay, the City of Vancouver restricts users from parking on the same block for 30 minutes.</p>

<p>c) Process transactions using varying meter rates based on day of week or time of day? For example, \$1.00/hr until 6 pm, then \$1.75 hr until 2 a.m. the next morning. We have approximately 60 different "zones" in a matrix of meter rate, hours and days of enforcement, maximum parking time, and some that have split rates depending on the time of day. Describe how your system would differentiate as to how much to charge the customer and whether or not to accept additional payment for time outside of the allowable parking time.</p>	<p>Rates can be set either by zone, block or down to the individual meter.</p> <p>Verrus has an extremely robust and extensive rate system which allows rates to be assigned by day, time, holiday, early bird, event or all day rates.</p>
<p>17. What limitations if any does your system have when processing rates and restrictions? Does your system have a limitation to the number of rates and zones?</p>	<p>There are no limits to the number of meters, zones or any of the specifications needed.</p>
<p>18. Are there any minimum or maximum transaction dollar amounts that a customer may add to the parking meter time?</p>	<p>There are no technical limits, min or max, on the dollars added by a customer.</p> <p>However, if the City wishes to have a maximum, this can be configured. Additionally, the system will follow any maximum time restrictions the City requires.</p>
<p>19. Parking Services frequently changes the configuration of metered parking with regard to expansion and contraction of multi-space and single-space meter inventories. Describe how adding/deleting a lot, street, or garage location is accomplished to assist with the proper location reporting of cell phone revenues and for enforcement.</p>	<p>Verrus has web-based tools that allow the City to manage and maintain their configuration. You simply log in, select the "locations tab" and search for the desired location.</p> <p>Please see page 15 for further description and a sample screen shot.</p> <p>These tools and training are included at no additional charge.</p>
<p>20. Does your system allow one-time event parking at a flat rather other then the standard meter rate for that location? Describe what would be required by the customer and the City in order to utilize this process.</p>	<p>Special event pricing can be configured in the system and scheduled in advance. The event rate automatically starts and ends for the times specified.</p> <p>For example, the meters in the zone around a stadium can have event pricing during a game. The system will calculate the appropriate parking fee based on their length of stay and if it overlaps the event times. Customers are advised when they call in that event rates are in effect and advised of the price.</p>
<p>21. Does the system allow the user to add time to an unexpired meter? Describe the process and any restrictions.</p>	<p>Users can add time to a current pay by phone transaction by calling into the system. It will prompt to either end early [optional choice to the city] or add on additional time [within max stay restrictions]</p> <p>If users pay at one of the City's Luke meters, the parking receipt will have the number to call, their current numbered space and add time to their current session.</p>

<p>22. Does your system require integration with a parking meter system or the parking meter if so how, please describe.</p>	<p>Integration is not required.</p> <p>Verrus is able to run independent of the meters but can also run in a mixed parking environment where some locations are integrated and others are standalone or independent. For example integration with Digital's multi-space meters in some areas and independent of coin meters in others.</p> <p>In an integrated situation, Verrus sends parking transaction information in real-time to the pay station's back end system.</p> <p>This allows enforcement to be handled right from the integrated meter.</p>
<p>23. How does a user pay for parking in a pay and display lot, pay-for-space or on-street parking? Please describe each process in detail.</p>	<p>The system handles both transaction methods identically, except for enforcement.</p> <p>In a pay and display lot, the customer would be required to add their license plate the first time they park. The system remembers the vehicle for additional calls. Note: users can have more than one vehicle on their account</p> <p>In a pay by space lot, the customer simply enters their space number into the system.</p>
<p>24. Can your system integrate real-time with multi-space meters? Please describe in detail what multi-space meters and the process.</p>	<p>Yes, the system allows real time integration with Digital Payment Technology, Parkeon and CALE meters.</p> <p>The Digital integration is in use at over 10 cities including Riverside, Redwood City, White Rock, Anchorage, University of Miami, Wilton Manor, University of Colorado, and more.</p>
<p>25. Does your system process parking transactions for gated locations? Please describe the process, locations involved, vendors and equipment used.</p>	<p>Currently Verrus integrates with WPS gated systems using a standard integration API. This standard allows for easy extension to a variety of other gated systems, provided that the gated system has online capabilities.</p> <p>Pay by Phone can be used at attended gated locations without integration by equipping the attendant with wireless or wired data connection to verify that payment has been made.</p>

<p>26. The City uses at least two different parking meter vendors and different models of meters for each vendor. How does your system handle this from the perspective of the customer? From the perspective of the City?</p>	<p>As noted above, Verrus has experience with numerous operational environments and meter vendors.</p> <p>From the customer's perspective, they all behave identically. The user simply calls the number of the signage and/or decal.</p> <p>From the City's perspective, enforcement might be handled differently based on the environment (meter number, space number, license plate, etc.)</p>
<p>27. Is your service in live use at over five (5) US cities? If so, provide names and references.</p>	<p>Verrus is in use in Miami, Aspen, Riverside, Redwood City, Massachusetts Bay Transit Authority, Lubbock, New Haven, Wilton Manors and many more.</p> <p>Reference and contact information can be found on page 30.</p>
<p>28. Does your service integrate with wireless handheld enforcement systems? If yes, provide examples of live sites and how?</p>	<p>Verrus has developed and publishes a standard API that allows for easy integration with virtually any wireless handheld device. Examples of active integrations include:</p> <ul style="list-style-type: none"> o City of Vancouver: Ticket Manager (previously Epic Data) o Imperial Parking: Ticket Manager (previously Epic Data) o City of Winnipeg: T2 Systems o Colchester, UK: Chipside o City of Dallas: ACS Systems o City of San Francisco: Itronix ACS Systems
<p>29. Is the parking enforcement information available real-time? If yes, please explain process.</p>	<p>Yes.</p> <p>As soon as a customer parks, the transaction is accessible via the wireless device and on the administration website.</p>
<p>30. Is the parking enforcement information available wirelessly? If yes, please explain process.</p>	<p>Verrus has a variety of enforcement options that match our diverse environments.</p> <p>Generally, the enforcement officer would navigate to a bookmarked URL and enter the lot number. This will return either a list of valid license plates or space numbers.</p> <p>When on-street, the officer could enter in any meter from that block and it will return all meters & parkers on the block.</p>

<p>31. Do you have a marketing plan to inform the City's parking customers of the availability of pay-by-phone (i.e. recruitment process, decals, signage, advertisement mediums, etc.)? Please describe. If there are any costs to the City, please include in your price proposal.</p>	<p>Having launched dozens of customers over 8 years, Verrus has extensive experience with marketing a mobile payment service to drivers. Verrus will work directly with the City to develop and execute a comprehensive rollout and marketing plan including:</p> <ul style="list-style-type: none"> o Design of signage & decals o Media launch and press conferences o Promotional campaigns and materials o Coordination of community outreach o Identification of key corporate accounts o Targeted marketing at key high volume users <p>Many cities offer promotional pricing at the launch to encourage usage. E.g. the MPA offered one hour free. The City of New Orleans offered 50% off.</p>
<p>32. Is there interface capability with our handhelds? What is it? (City currently has Duncan X-3)</p>	<p>Verrus has worked with many handheld providers and has developed a easy to launch API for handhelds.</p> <p>Although Verrus has not integrated with the X-3, as long as the device is wireless capable it is generally a simple process to enable.</p>
<p>33. Is there system portability, scalability, and support? Explain?</p>	<p>The system is extremely scalable as demonstrated by processing over 1 million transactions a month.</p> <p>Live agent system critical technical support is available 24 / 7.</p>
<p>34. Is your system P.C.I. compliant? Please describe the policy and procedures you have in place to keep and maintain the compliance.</p>	<p>Verrus is a certified PCI Level 1 service provider – the highest level of security accreditation granted by the Payment Card Industry. Verrus is listed as compliant on the Visa website.</p> <p>Verrus contracted with Trustwave, a leader in PCI compliance certification, to help audit software systems and processes and to ultimately certify that the company meets the highest level of PCI standards.</p>
<p>35. Do you allow the customers to use their own merchant accounts for credit card processing? Provide details.</p>	<p>Yes.</p> <p>The City will be able to use their own merchant account. This allows real time authorization and daily deposits into the City's bank account.</p>
<p>36. Do we directly receive the credit card payments from our consumers parking transactions? How?</p>	<p>The funds, including the transaction fee, are authorized immediately and deposited next business day into the City's bank account.</p>
<p>37. Does your system have the ability to provide information on meters that are out of order or need service?</p>	<p>Yes.</p> <p>See page 28 for a description.</p>

38. Can your system forward a report of meter malfunctions directly to field technicians? How?	The system will automatically forward issues to a pre-defined distribution list of email and text message recipients on user configurable schedule
39. Can your system report on meter downtime and repairs? Please describe.	You can report on these details as well as number of repairs, time to repair and other key data.
40. Can your system process parking payments while a broken meter is being reported? How?	Yes. The system allows payment to be taken after the broken meter details are captured.
41. Does your organization develop and own its core technology or is it licensed from a third party? Details	All systems are developed, tested, operated, maintained and wholly owned by Verrus itself.
42. Is the enforcement component system compatible with the Duncan X-3 handheld device?	Verrus publishes an open API interface to integrate with other handheld devices. The X3 device appears to be upgradeable to wireless connectivity. Provided that X3 is willing to update their system to query the Verrus API there should be no problems with integration. Alternatively Verrus provides a range of secure web applications that can be accessed by enforcement officers on any kind of wireless PDA
43. What is the per transaction charge to the customer? Are there any fees or charges to the City? If so, describe.	User will be charged a \$0.25 convenience fee and \$0.10 text reminder fee. There are no charges to the City. Please see Pricing Section details.
44. Having a highly reliable system is a key concern to the City. Describe your system's reliability in terms of wind and rain operability in downtown areas with high-rise buildings, etc. What events typically cause "down time" and for how long?	Verrus delivers over 99.9% uptime. Since some Verrus parking operators run with pay by phone as the only means of collecting payment, it is critically important that Verrus is always available. Other than standard maintenance and backups executed in off hours, Verrus approaches its service with an "always up" mentality. Wind and rain should not affect the service other than the impact on signage. The cell phone coverage in downtown areas has greatly improved in recent years and it should be expected that the vast majority of areas have acceptable service availability.

12. Optional Features

Integration and Partners

General Background

Verrus has a proven track record of working with partners to deliver integrated parking solutions. Verrus has published an open API that allows meters, pay stations, gated hardware and handheld ticketing systems to register pay by phone transactions over wireless or wired connections.

The published API allows parking operators to integrate the Verrus Pay by Phone service into existing and/or new systems that may be deployed in the future. Vendors that have already completed, or are in the process of completing and deploying integrated solutions with Verrus include:

- o *Meters* – Digital Payment Technologies, Parkeon, AParc, CALE
- o *Gated* - WPS
- o *Handheld Ticket Writers* – Epic Data, Chipside, T2 Systems.

DIGITAL
PAYMENT TECHNOLOGIES

WPS
NORTHWEST PARKING SOLUTIONS

PARKEON

epicdata

T2
SYSTEMS

Additional Verrus Services

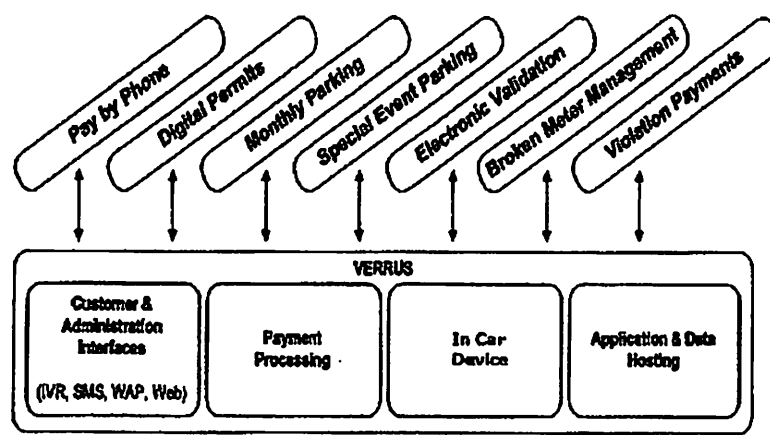
Verrus has developed a range of services that can be integrated into parking operations once the infrastructure for the Pay by Phone system is in place.

Enhanced services include:

Verrus Integrated Partners

- 1) SMS Parking Payment
- 2) Mobile Web Payment
- 3) Meter Out of Order Service
- 4) Electronic Parking Validations
- 5) Digital Permit Issuance (Residential, Commercial etc.)
- 6) Special Interest Functionality – Green Vehicle, Sensors, Veterans, etc.
- 7) Phone, Email and Text Update System

Verrus Electronic Parking Technology Platform



A summary of some of the more applicable options available for deployment is provided next.



SMS / Pay by Text Parking

Verrus allows users to pay by text (SMS) for parking. There is no need to call in and listen to voice prompts. A user simply sends a text message to the shortcode listed on the meter/sign. The message includes the meter number and the number of minutes they wished to park for. Additionally, time can be added on to a current session in a similar manner.

The Verrus Pay by Text service offers the same benefits and ease of use as the Pay by Phone service. The only difference is that the parker sends a text message instead of phoning in. This method of payment is currently a popular option with European deployments and an emerging payment option in North America.

Parking a vehicle using the text-in system requires 3 steps:

1. Enter the posted Verrus shortcode (888111)
2. Enter the location, lot or meter number listed
3. Enter the amount of time desired to park

The system will then text back confirmation of payment to the parker.

Sending the word "HELP" to the posted shortcode provides information on the required message format and instructions.

Meter Out Of Order

The Meter Out Of Order system streamlines processes related to managing malfunctioning revenue control equipment. The system automatically intercepts calls from parking customers on your existing broken meter phone line, asks for the nature of the problem, collects payment via credit card and dispatches maintenance technicians to the site via text message or email.

- o All broken meter calls answered automatically 24x7.
- o Automatic dispatch of repair technicians.
- o Significantly-reduced downtime.
- o Ability to pay for parking even if meters are malfunctioning.

This system significantly reduces customer service burden by automatically answering all calls in connection with broken meters. The system records the location and problem and provides the caller with a reference number or instructions how to proceed.

Once the customer has completed the reporting call, the system immediately generates an incident and dispatches the responsible repair technician via text message or email. Notification messages contain address, reported problem and incident number.

Web-based reports display current and historical meter out of order data, including time reported, time repaired and problem type. These reports can selectively be made available to staff to resolve parking disputes.

The system allows the City to require parkers to enter a credit card number when a broken meter is reported. Alternatively, based on the policy of the City, the system will provide confirmation numbers instead of requiring payment. This preference can be assigned by individual meter, providing the option to force payments in areas of high abuse.



Digital Permit System

The Verrus solution for Residential and Commercial Permitted Parking removes the need to distribute hang tags / decals and automates processes for issuance and acceptance of payment for parking permits in Residential, Commercial and daily paid parking locations.

Customers can purchase parking permits via either a consumer self-service website or the City's Customer Service Representatives. Payments are processed directly to the financial institution and upon clearance of payment the selected vehicle will be registered in the Verrus platform and available on handhelds for enforcement for the selected duration.

Permit issuance costs are typically reduced by at least 50% due to the automation of existing manually processes, removal of postage charges and decal / hang tag acquisition and distribution costs.

Electronic Validation Module (*Patent Pending)

The electronic validation module provides an automated and highly auditable set of tools for accepting parking validations in hotels, businesses and retail outlets. This service can be extended to any business including rental car agencies, restaurants, hotels and conference centers.

Parking sessions initiated or extended using Verrus Pay by Phone can be validated by merchants whereby the parking costs are paid by the merchant. The merchant can use a web or IVR interface to validate parking sessions. Additionally, using the Verrus eVite system, merchants can initiate emails to customers with pre-validated parking sessions for a time and zone specified by the merchant.

This service is currently active in Vancouver, Calgary, Toronto and Seattle at over 35 unique sites.

Special Interest Parking Rate Functionality

With the ever increasing pressure on city's to incent citizens toward lower-emission vehicles or the desire to reward certain groups such as veterans or seniors, Verrus allows the City to set differentiated rates based on any groups it desires. Once the parker registers with the City, they will be identified automatically when they call in to park. Once recognized, the system will apply the proper parking rate and restrictions. This gives the City complete freedom in assigning any rates or restrictions to any number or special interest groups it desires.

Phone and Text Update System

This service allows users to call in and receive real-time updates on parking conditions (e.g. utilization, weather, etc.) 24 hours a day 7 days a week. A user can either phone into the telephone system or request updates via text message (or email). Additionally, they can optionally select to receive another update sent to their cell phone after any number of minutes the user wishes. For example, they can call in and find the current parking conditions and request a text message to automatically be sent to them in 45 minutes when they are about to park.

This service is being used at the Minneapolis Airport Commission in Minneapolis, MN.

Licenses, Certificates and Insurance



Company Profile

1. Company Overview

Verrus Mobile Technologies Inc. is a private company based in Vancouver, British Columbia that develops and operates mobile payment services. Verrus was formed in 2000 with the long-term goal of establishing itself as a leading next-generation payment brand by delivering services that improve corporate business processes and the consumer payment experience.

Verrus has an established and growing list of customers in the US, Canada and the UK. Target customers include all owners and operators of parking facilities, including municipalities, universities, hospitals, airports, hotels, sports and entertainment venues and commercial parking management businesses.

Verrus develops and owns outright all of its software systems. This enables development of new applications rapidly and flexibly at a low cost. There are no additional licensing rights to be negotiated, geographically or functionally.

2. Legal Name & Address

Verrus Mobile Technologies Inc.
201 – 1028 Hamilton St.
Vancouver, BC V6B 2R9
Phone: 866-783-7787
Fax: 866-286-5401

3. Verrus Management Team

Desmond Griffin – CEO
David Spittel – EVP
Darren Stone – CIO
Buzz Hemphill – VP Sales
Neil Podmore – International Business Development
Dave Budiman – Director R & D
Jamie Avis – CFO, Chairman

Qualifications & Current Customers

1. Miami Parking Authority

Luis Choter
Director of On Street Operations
Phone 305-373-6789 x231
lchoter@miamiparking.com

2. City of Vancouver, BC

Ralph Yeomans
(604) 257-8726
ralph.yeomans@vancouver.ca

See example covered in section "An Example Pay by Phone Systems" on in section 6 for further details.

o Other Customers

Verrus is in use at numerous locations across North America and the UK. Below is a sampling of other customers.

Tim Ware	City of Aspen, CO	970-429-1766	Tim.Ware@ci.aspen.co.us
Ian Larrabee	Mass. Bay Transit Authority	617-222-4894	ILarrabee@mbta.com
Dan Zack	City of Redwood City, CA	650-780-7363	dzack@redwoodcity.org
Casey Jones	University of Colorado	303-492-1538	c.jones@colorado.edu
Dave Hill	City of Winnipeg, MB	204-986-2886	davidhill@winnipeg.ca
Ed Bebyn	Yale University	203-432-9790	ed.bebyn@yale.edu
David Douglas	Douglas Parking	510-444-7412	david@douglasparking.com

Ref. No. 320005699204

CERTIFICATE OF INSURANCE

Aon Reed Stenhouse Inc.
900 Howe Street
P.O. Box 3228
Vancouver BC V6B 3X8
tel 604-688-4442 fax 604-682-4026

Re: Pilot Project with the The Department of Parking and Traffic
(DPT) of the San Francisco Municipal Transportation
Agency (MTA)

City and County of San Francisco
Attention: Leanne Nhan, Project Manager
Municipal Transportation Agency
1 S. Van Ness Ave, 7 F
San Francisco, CA 94103
USA

Insurance as described herein has been arranged on behalf of the Insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.

Insured

Verrus Mobile Technologies Inc.
#201 - 1028 Hamilton St.
Vancouver, BC V6B 2R9

Coverage

Commercial General Liability	Insurer	St. Paul Fire And Marine Insurance Co.		
	Policy #	CPC0084057		
	Effective	01-Sep-2007	Expiry	01-Sep-2008
	Limits of Liability	Bodily Injury & Property Damage, Each Occurrence \$2,000,000 Products and Completed Operations, Aggregate \$2,000,000 Personal Injury & Advertising Liability \$2,000,000 Non-Owned Automobile Liability \$2,000,000		

Additional Insured

Only with respect to the above and arising out of the Named Insured's operations are the following name(s) added to the policy as Additional Insured(s). The policy limits are not increased by the addition of such Additional Insured(s) and remain as stated in this Certificate.

City and County of San Francisco, it s Officers, Agents and Employees with respect to Commercial General Liability

Terms and / or Additional Coverage

Includes Blanket Contractual Liability

Commercial General Liability

DedBodilyInjury&PropDamage \$2,500

Cancellation / Termination

The Insurer will endeavour to provide THIRTY (30) days written notice of cancellation/termination to the addressee.

**THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,**

THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

1

AON

CAM 20-0200
EXHIBIT 2
Page 57 of 68

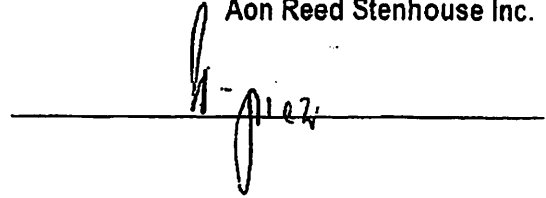
Ref. No. 320005699204

CERTIFICATE OF INSURANCE

THIS CERTIFICATE CONSTITUTES A STATEMENT OF THE FACTS AS OF THE DATE OF ISSUANCE AND ARE SO REPRESENTED AND WARRANTED ONLY TO City and County of San Francisco. OTHER PERSONS RELYING ON THIS CERTIFICATE DO SO AT THEIR OWN RISK.

Dated : 06-September-2007
Issued By : Piezas, R. Rowena D.
Tel : +1 604 443-3314

Aon Reed Stenhouse Inc.



THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,
THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

Cost Proposal

Verrus primarily generates revenue directly from transaction fees charged to drivers for use of the Pay by Phone system. Therefore, a careful balance needs to be considered between consumer pricing, adoption and recovery of costs associated with service operation including telephony, text messaging and payment processing.

The pricing model proposed below is based on experience operating in a variety of environments throughout the US, Canada and Europe, and has proven to deliver excellent adoption at a price that allows for sustainable, high quality service operation.

Basic Consumer Pricing Table	Fee
Charge to register account	None
Cost of in-car device	No Device Needed
Annual account fee	None
Convenience fee (charged per parking transaction)	\$0.25
Text message reminder fee (optional for consumer)	\$0.10

City of Fort Lauderdale Pricing Table	Fee
Implementation fee	Waived
Credit Card gateway fee (per parking transaction)	Waived

Note: the City's regular credit card rates would also apply.

Optional Verrus Services

Pricing on the optional services outlined in the Verrus proposal can be provided upon further discussion.

Pay by Phone Signage

As part of this bid Verrus will cover* design and production of signage in sufficient quantity to deploy the service throughout the city. Estimated quantities are provided in the table below.

Recommended Signage Package and Costs

2,300 single space meters	@ ~ \$1.50 (one decal for front and one for back) =	\$3,450
154 multi-space meters	@ ~ 2.00 (one large decal for front) =	\$ 308
	@ ~ \$20 (one large sign over meter) =	<u>\$3,080</u>
		\$6,838

* Verrus will cover up to \$20,000 in signage costs for the initial deployment



Non-Collusion and Bid/Proposal Signature Page

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked by the bidder in some manner to indicate that it will supplant the electronic version.

Submitted by



(signature)

(date)

04/21/09

Name (printed)

DAVID SPITTEL

Title: EVP

Company: (Legal Registration)

VERLUS MOBILE TECHNOLOGIES INC

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

Address:

201-1028 HAMILTON ST

City:

VANCOUVER

State:

BC

Zip:

V6V 2R9

Telephone No.

X117
6046424286

FAX No.

6046488533

E-MAIL:

dspittel@verlus.com

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

Payment Terms (section 1.03):

Total Bid Discount (section 1.04):

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

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

Addendum No.
1
2

Date Issued
April 13, 2009
April 14, 2009

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.**

Variances:

NONE	
	

revised 11-12-08



City of Fort Lauderdale • Procurement Services Department
100 N. Andrews Avenue, #619 • Fort Lauderdale, Florida 33301
954-828-5933 FAX 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 2

RFP 695-10262

PAY BY PHONE PARKING PAYMENT SYSTEM

ISSUED April 14, 2009

1. This addendum is being issued to make the following change:

Add document 10262 Areas Posts to RFP.


2. The end date of this Request for Proposal remains unchanged for **THURSDAY, APRIL 23, 2009 NO LATER THAN 2:00 P.M. DST.**

All other terms, conditions, and specifications remain unchanged.

This Addendum should be signed and returned with the bid response or acknowledged on the BID/PROPOSAL SIGNATURE PAGE of the RFP.

Kirk W. Buffington, CPPO, C.P.M.
Director of Procurement Services

Company
Name: VERRUS MOBILE TECHNOLOGIES
(please print)

Bidder's
Signature: 

Date: April 21, 2009



City of Fort Lauderdale • Procurement Services Department
100 N. Andrews Avenue, #619 • Fort Lauderdale, Florida 33301
954-828-5933 FAX 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

RFP 695-10262

PAY BY PHONE PARKING PAYMENT SYSTEM

ISSUED April 13, 2009

1. This addendum is being issued to make the following change:

Add document 10262 Parking Meter List to RFP.

2. The end date of this Request for Proposal has been changed to **THURSDAY, APRIL 23, 2009 NO LATER THAN 2:00 P.M. DST.**

All other terms, conditions, and specifications remain unchanged.

This Addendum should be signed and returned with the bid response or acknowledged on the BID/PROPOSAL SIGNATURE PAGE of the RFP.

Kirk W. Buffington, CPPO, C.P.M.
Director of Procurement Services

Company

Name: VERAUS MOBILE TECHNOLOGIES
(please print)

Bidder's

Signature: 

Date: April 21, 2009

Questionnaire

Please print or type:

1. Provide three references for which you have performed similar services.

Company Name: Miami Parking Authority
Address: _____
Contact Name: Luis Choler
Telephone: 305-373-6789 ext 231

Company Name: City of Vancouver
Address: _____
Contact Name: Ralph Yeomans
Telephone: 604-257-8726

Company Name: City of Aspen
Address: _____
Contact Name: Tim Ware
Telephone: 970-429-1766

2. Number of years experience the proposer has had in providing similar services:

8 Years

3. Have you ever failed to complete work awarded to you? If so, where and why?

No

4. List appropriate licenses as issued by Broward County.

N/A

5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.

Providing a Service so # of employees
probably not necessary
20 employees available.

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

NAME**RELATIONSHIPS**

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

6. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for construction of multiple projects during the same time period.

Verrus is a private company with significant employee ownership. The company has 30 employees in Canada, the US and the UK and is stable, financially prudent and capable of funding operations from its own resources.

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

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.



City Manager's Office

ITEMS FOR SIGNATURE/REVIEW

CMO LOG #: MAR-73

TODAY'S DATE: 7/28/15

Assigned to: L. FELDMAN ☒

S. HAWTHORNE ☐

S. TORRIENTE ☐

Title of Document for Signature:

Pay by Phone Payment System
with Pay by Phone Technologies, Inc.
EKA: VeriFone Mobile Technology Inc.
#695-10262

Memo/Doc # (if applicable):

14-09115 Rev 5

Date of Doc.:

7/13/15

Document received from: Procurement

Vote Summary:

5/0

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE

☐ PENDING APPROVAL (See comments below)

☐ N/A FOR L. FELDMAN TO SIGN

PER ASSISTANT CITY MANAGER:

S. HAWTHORNE

or S. TORRIENTE

(Initial and date above)

(Initial and date above)

Rejection/Questions/Additional Information Request:

4/8

Comments/Tracking Information:

Please leave this routing form attached
to these agreements so the Clerk's office
knows who to return them to.
Wendy - pls return (or call) these agreement(s)
to me in Procurement. Thank you.

Elizabeth