

EXHIBIT A

Solicitation 12342-805

Parking Meter Technology, with Maintenance and Support

Bid Designation: Public



City of Fort Lauderdale

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Bid 12342-805

Parking Meter Technology, with Maintenance and Support

Bid Number 12342-805

Bid Title Parking Meter Technology, with Maintenance and Support

Bid Start Date Jan 6, 2020 12:22:49 PM EST

Bid End Date Feb 4, 2020 2:00:00 PM EST

Question & Answer End Date Jan 28, 2020 5:00:00 PM EST

Bid Contact Laurie D Platkin, CPPB
Senior Procurement Specialist
Finance - Procurement Division
954-828-5138
lplatkin@fortlauderdale.gov

Description

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide a new parking meter payment system consisting of both single- and multi- space meters including installation, hardware, back office software, and maintenance and support for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

For additional information go to www.BidSync.com.

Added on Jan 16, 2020:

Addendum 1

- 1) Revised Bid Specs uploaded. See 12342-805 - Parking Meter Technology - V5.docx
 - 2) Revised Exhibit 1 updated. See Exhibit 1 - Meter Technical Specifications_V4.xlsx
- All other terms, conditions, and specifications remain unchanged.

Added on Jan 24, 2020:

Addendum 2

- 1) Revised Bid Specs. Section 3.5 added. See 12342-805 - Parking Meter Technology - V6.docx

All other terms, conditions, and specifications remain unchanged.

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City of Fort Lauderdale
Parking Meter Technology, with Maintenance and Support
RFP # 12342-805

SECTION I – INTRODUCTION AND INFORMATION**1.1 Purpose**

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide a new parking meter payment system consisting of single and/or multi-space meters including hardware, back office software, extended maintenance and software support for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2 Submission Deadline

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

1.3 Pre-proposal Conference and Site Visit

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

It will be the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Proposer(s) are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposer(s) inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

1.5 Point of Contact

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

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

(See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

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

2.2 Addenda, Changes, and Interpretations

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

2.3 Changes and Alterations

Proposer(s) may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer(s)'s Costs

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

2.5 Pricing/Delivery

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

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

All pricing must include delivery and installation and be quoted FOB: Destination.

Delivery is required within ninety (90) business days after receipt of purchase order. Failure to meet this delivery date may be deemed as non-responsive.

2.6 Price Validity

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

2.7 Invoices/Payment

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

2.8 Related Expenses/Travel Expenses

The City shall not incur or reimburse any cost directly or indirectly associated with responding to the RFP.

All costs including travel will be the sole responsibility of the Proposer(s).

2.9 Payment Method

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

2.10 Mistakes

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

2.11 Acceptance of Proposals / Minor Irregularities

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

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

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful

Proposer(s) agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer(s).

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer(s) shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

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

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

2.13 No Exclusive Contract

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

2.14 Sample Contract Agreement

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

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

2.15 Responsiveness

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

2.16 Responsibility

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

2.17 Minimum Qualifications

Proposer(s) shall be in the business of parking meter payment systems, implementation, maintenance and support and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposer(s) must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of

services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

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

2.17.1 Proposer(s) or principals shall have relevant experience in parking meter payment systems, implementation, maintenance and support. Project manager assigned to the work must have experience in parking meter payment systems, implementation, maintenance and support and have served as project manager on similar projects.

2.17.2 Before awarding a contract, the City reserves the right to require that a Proposer(s) submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

2.17.3 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.17.4 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.19 Local Business Preference

2.19.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer(s) must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:

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

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the proposer(s) and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential

utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.19.3 Failure to comply at time of Proposal submittal shall result in the Proposer(s) being found ineligible for the local business preference.

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

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

2.19.5 Definitions

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

2.20 Protest Procedure

2.20.1 Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.20.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

2.21 Public Entity Crimes

Proposer(s), by submitting a proposal, certifies that neither the proposer(s) nor any of the Proposer(s)'s principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a

contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.22 Subcontractors

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

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

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

2.23 Proposal Security – N/A

2.24 Payment and Performance Bond – N/A

2.25 Insurance Requirements

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

2.25.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's

review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.25.3 The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for Contractual Liability and Independent Contractors.

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

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

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

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

Cyber Liability

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

Fidelity/Dishonesty and/or Commercial Crime

Coverage must be afforded in an amount not less than \$1,000,000 per loss for dishonest acts of the Contractor's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.

Professional Liability and/or Errors and Omissions

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

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

2.25.4 Insurance Certificate Requirements

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

The Certificate Holder should read as follows:

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

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

- 2.25.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.25.7** The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.
- 2.25.8** Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.
- 2.25.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.25.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.25.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

2.26 Award of Contract

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

2.27 Unauthorized Work

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

2.28 Damage to Public or Private Property

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

2.29 Safety

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

2.30 Uncontrollable Circumstances ("Force Majeure")

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

2.30.1 The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.30.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.30.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.30.4 The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.31 Canadian Companies

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

2.32 News Releases/Publicity

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

2.33 Manufacturer/Brand/Model Specific Request – N/A**2.34 Contract Period**

The initial contract term shall commence upon final execution of the contract by the City and shall expire four (4) year(s) from that date or the day after the current contract expires,

whichever is later. The City reserves the right to extend the contract for two (2) additional, 2-year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 180 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.35 Cost Adjustments

Prices quoted shall be firm for the initial contract term of four (4) year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

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

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

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

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

2.36 Service Test Period

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

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

2.37 Contract Coordinator

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

Liaison with Contractor.

Coordinate and approve all work under the contract.

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

2.38 Contractor Performance Reviews and Ratings

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

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

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

2.43 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement should be completed and submitted with Proposer(s)'s response to this RFP.

2.44 Service Organization Controls

The Contractor should provide a current SSAE 18, SOC 2, Type I report with their proposal. Awarded Contractor will be required to provide an SSAE 18, SOC 2, Type II report annually during the term of this contract. If the Contractor cannot provide the SSAE 18, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted.

2.45 Warranties of Usage

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

2.46 PCI (Payment Card Industry) Compliance

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

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

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Scope of Service / Intent

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide a new parking meter payment system consisting of both single- and multi-space meters including installation, hardware, back office software, and maintenance and support for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

Protection of customer personal data is critical. Documentation of Payment Card Industry (PCI) compliance according to City, data security and privacy policy is required.

The City of Fort Lauderdale intends to provide its neighbors, tourists and patrons with improved technology, ease in usage, and secured customer data when making parking transactions.

The City shall be responsible for removal of current parking meter technology and preparation of installation locations of new parking meter technology.

We are looking for innovative meters that are fully functional and upgradable in a tropical climate and durable to withstand 150 mile-per-hour winds. The meters may also be exposed to and surrounded by the ocean's elements and must function in both high heat and humidity.

Proposal(s) may be submitted separately (single or multi-space) or combined (single as well as multi-space) for meter types in the RFP.

The City anticipates replacing approximately 1,200 single space meters and approximately 300 multi-space meters. This will be a multi-year contract that will be completed in three (3) phases. During each phase the City will determine the type and quantity of meters to be purchased.

Phase I:

Replace current single space meters. Replacement meters are not limited to replacing single space meters with other single space meters. Replacement technology may include a combination of single and multi-space meters.

Phase II:

Replace on-street and parking lot multi-space meters starting with locations that are exposed to ocean elements and extreme weather conditions. Replacement technology may include a combination of single and multi-space meters.

Phase III:

Continuation of locations in Phase II and include parking garages.

The City of Fort Lauderdale reserves the right to increase or decrease the number of meters purchased within each phase to complete the conversion during the contract period as determined by the Transportation and Mobility Director or their designee.

Single space meters must be able to demonstrate their capability to accept all payment options offered by the City of Fort Lauderdale, including U.S. coins, debit cards, and credit (Visa, MasterCard, and American Express) cards prior to awarding of a contract. Failure of a meter to accept these payment operations when installed will be considered to be in breach of contract.

Multi-space meter pay stations must have the ability to function in multiple configurations including Pay-By-Plate and Pay-By-Space and Pay and Display environment. Proposer(s) must demonstrate the pay station's capability to accept all payment options offered by the City of Fort Lauderdale, including coins, U.S. currency, debit cards, and credit (Visa, MasterCard, and American Express) cards prior to awarding of a contract. Failure of the meter to accept these payment operations when installed will be considered to be in breach of contract.

Both meter types must have the ability to integrate with mobile payment technology. Specifications for the integration of mobile payment technology are available through the provider(s) offering the service. It is incumbent upon the vendor to contact all mobile payment providers for the City directly and in a timely manner to ensure it is fully aware of the requirements for supporting the application within the context of this RFP. The current payment providers for the City are POM (Single Space Meters), Global (Multi-Space Meters), and Pay By Phone (Mobile Payments). The City is unable to furnish technical specifications for integration.

It is the City's expectation to integrate mobile technology applications with single and multi-space meters that will allow enforcement officers to verify payment via the meter.

3.2 Documentation

Contractor shall provide the City with three sets of both digital and printed hardware and software documentation and manuals with system delivery.

3.3 Equipment Warranty / Extended Maintenance

Proposer(s) shall include a minimum two-year initial warranty on parts, materials, and labor. Proposer(s) shall also include yearly pricing for the City's option to purchase up to five additional years (years 3 thru 7) of extended on-site maintenance/software support, which will be applicable after the expiration of the initial warranty.

The City's Parking Services (PS) will be the first line of maintenance to repair, replace or investigate concerns with the meters. If PS is not able to correct the problem, the vendor shall provide services within twenty-four (24) hours of being informed.

Proposer(s) shall include a copy of the standard maintenance agreement as a part of the RFP response. Such agreement shall be subject to City review, modification, and acceptance. The City will consider the cost of extended maintenance as a part of the total cost of proposed system.

3.4 Silence of Specifications

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

3.5 The City, in its facilitation of a coordinated parking environment, will require all providers to integrate into its backend software platform of choice. This software platform will perform the following tasks: calculation of parking prices, rates, rules, or restrictions; creation and management of parking zones (including, without limitation zone numbers, locations, and associated rates, rules, and/or restrictions); provision of reporting on parking session activity in a back office tool; processing credit card transactions; and transmitting data to parking enforcement systems. Proposers must integrate with City-specified API endpoints for these operations,

including the reconciliation of funds with the City, and as a result, the City will not use or purchase any of the foregoing functionality from any Participant. This ensures that the City will have the capability to manage all provider technology through a single centralized interface with the City. Successful respondents will be required to process payments through WorldPay, and all funds will be deposited in a merchant account designated by the City. Therefore, the successful respondent will be required to have their hardware certified to be compliant with World Pay for gateway services and merchant processing services.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

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

incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

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

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
 4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 4.1.6** One (1) original and six (6) copies plus two (2) electronic (soft) copies (Flash Drive) of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.
- 4.1.7** By submitting a response Proposer(s) is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or

parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 75 pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled Flash Drive in an envelope or paper sleeve. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

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

4.2.2 Executive Summary

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

4.2.3 Experience and Qualifications

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

4.2.4 Approach to Scope of Work

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

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

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

4.2.5 References

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

- Client Name, complete address, contact person (name and title), telephone number and E-mail address.
- Description of work.
- Year the project was completed.
- Size (number of pay station units)
- Total contract value: cost of the project, estimated and actual.

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

4.2.6 Cost Proposal

4.2.6.1 Cost Proposal Format - Vendor must submit in a separate sealed envelope, which is clearly marked "Parking Meter Technology RFP-12342-805". Do not submit prices with the Technical Proposal.

4.2.6.2 Pricing: The Cost Proposal shall be priced as to include all foreseeable expenses to the City of Fort Lauderdale.

4.2.6.3 Proposal will specify whether transaction fees are charged by transaction or another scenario.

4.2.6.4 The Cost Proposal shall provide any additional charges or fees in detail. Pricing shall be broken out in the Cost Proposal for any additional services. No additional fees will be charged to the City beyond the fixed rate.

4.2.6.5 All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used.

4.2.6.6 Pricing shall include all support services for the system.

4.2.6.7 All pricing in Proposals will be used to set the beginning point of negotiation. All final negotiated prices will be stated in the executed contract upon approval by the City.

4.2.7 Minority/Women (M/WBE) Participation

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

4.2.8 Subcontractors

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

4.2.9 Required Forms

A. Proposal Certification

Complete and attach the Proposal Certification provided herein.

B. Cost Proposal

Vendor must submit one (1) unbound original and one (1) electronic file accessible as noted above of the Cost Proposal in a separate sealed envelope, which is clearly marked "Cost Proposal for Parking Meter Technology RFP-12342-805".

Do not submit prices with the Technical Proposal as it may result in the proposal being rejected. Provide firm, fixed, costs for all services/products using the form(s) provided in this RFP. These firm fixed costs for the project must include any costs for travel and miscellaneous expenses. No other costs will be accepted.

C. Non-Collusion Statement

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

D. Non-Discrimination Certification Form

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

E. Local Business Preference (LBP)

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

F. Contract Payment Method

This form must be completed and returned with your proposal. Proposer(s)s must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

G. E-Verify

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

H. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

I. W-9

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

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid Tabulations/Intent to Award

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

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

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

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

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

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

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

5.2 Evaluation Criteria

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

5.2.2 Evaluation 1 - Weighted Criteria

Firm understands the scope of the project and has the capacity to perform the contract and provide the services promptly, within the time specified, and without delay or interference	30%
The quality of the material and services offered; the ability, capacity and skill of the firm to perform and/or provide the material services	35%
The staffing qualifications, character, integrity, reputation, judgment, training, experience and efficiency of the bidder	35%
TOTAL PERCENT AVAILABLE:	100%

5.2.3 Evaluation 2 - Weighted Criteria

The fitness and performance of the proposed equipment/software for the intended use of the City during test period	35%
Presentation	35%
Total Cost including the cost of equipment, processing and other services, warranties, fees for annual hardware and software maintenance agreements, and ancillary charges for any other necessary software, equipment or services	30%
TOTAL PERCENT AVAILABLE:	100%

5.3 Proposal Evaluation

An evaluation committee of qualified City staff or other persons selected by the City will conduct evaluation of proposals. This will be a multi-step process.

- 5.3.1 Evaluation 1 - Step 1 -:** Based on weighted criteria the review committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. Once initial rankings have been determined the top proposers will be asked to move on to the next step.
- 5.3.2 Step 2:** In order to ensure the quality and functionality of the meters the Transportation and Mobility Department will require the top proposers to provide one (1) fully functional meter of each type of meter technology (single and/or multi-space) they proposed which will be tested for a two (2) day period.
- 5.3.3 Step 3:** Top proposers will be required to provide a live presentation/demonstration of a working model of their proposed product(s) and software on a date and time determined by the City. During the presentation/demonstration each proposer will answer questions from the in-house/in-field evaluation test group.
- 5.3.4 Step 4:** At the end of the two (2) day test period there will be a written evaluation by the in-house/in-field evaluation test group. The Proposer(s) will be responsible for removing all equipment at the end of the evaluation period and leaving the area in the same condition or better than before the installation.
- City shall have access to all data (maintenance, transaction, revenue, etc.) generated from the testing period
 - All costs associated with the in-house/in-field testing will be the responsibility of the proposer(s).
- 5.3.5 Step 5:** The written evaluations will be ranked by Procurement, and scores and questions will be submitted to the evaluation committee.
- 5.3.6 Step 6:** The initial top ranked proposers will then be asked to provide final presentations to the review committee and address any questions posed by the in-house/in-field evaluation test group.
- 5.3.7 Evaluation 2 - Step 7:** After all presentations are made and based on weighted criteria the review committee will do a final ranking and make a recommendation to move forward with negotiations to the top ranked firm(s).

5.3.8 Step 8: Final rankings and results of final negotiations will be submitted to commission for approval of contract(s).

5.4 Contract Award

The City reserves the right to award a contract to the Proposer(s)(s) who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

END OF SECTION

SECTION VI - COST PROPOSAL PAGE – SINGLE SPACE**Proposer(s) Name:** _____

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

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

Notes:

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

ITEM	DESCRIPTION	UNIT COST
1	Single Space Meter (Coin/Credit) including training and twelve (12) sets of maintenance keys and three (3) sets of collection keys.	\$ _____
2	Shipping – Single Space	\$ _____
3	Monthly Communication Fee – Single Space	\$ _____
4	Credit Card Transaction Fee – Single Space	\$ _____
5	2 Year Warranty	\$ _____
6	Extended Warranty Year 3	\$ _____
7	Extended Warranty Year 4	\$ _____
8	Extended Warranty Year 5	\$ _____
9	Extended Warranty Year 6	\$ _____
10	Extended Warranty Year 7	\$ _____
11	Extended Warranty Year 8	\$ _____
Total Project Cost		\$ _____

Additional Line Items **SINGLE-SPACE** (if any)

12	<hr/>	\$ <hr/>
13	<hr/>	\$ <hr/>
14	<hr/>	\$ <hr/>
15	<hr/>	\$ <hr/>
16	<hr/>	\$ <hr/>
17	<hr/>	\$ <hr/>

Submitted by:

Name (printed)

Signature

Date

Title

City of Fort Lauderdale
Parking Meter Technology, with Maintenance and Support
RFP # 12342-805

SECTION VI - COST PROPOSAL PAGE – MULTI-SPACE (Pay-by-Plate)

Proposer(s) Name: _____

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

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

Notes:

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

ITEM	DESCRIPTION	UNIT COST
1	Multi-Space Meter (Pay-by-Plate) including training and five (5) sets of maintenance keys and three (3) sets of collection keys.	\$ _____
2	Shipping – Multi-Space Meter (Pay-by-Plate)	\$ _____
3	Monthly Communication Fee – Multi-Space (Pay-by-Plate)	\$ _____
4	Credit Card Transaction Fee – Multi-Space (Pay-by-Plate)	\$ _____
5	2 Year Warranty	\$ _____
6	Extended Warranty Year 3	\$ _____
7	Extended Warranty Year 4	\$ _____
8	Extended Warranty Year 5	\$ _____
9	Extended Warranty Year 6	\$ _____
10	Extended Warranty Year 7	\$ _____
11	Extended Warranty Year 8	\$ _____
Total Project Cost		\$ _____

Additional Line Items MULTI-SPACE (Pay-by-Plate) (if any)

12	<hr/>	\$ <hr/>
13	<hr/>	\$ <hr/>
14	<hr/>	\$ <hr/>
15	<hr/>	\$ <hr/>
16	<hr/>	\$ <hr/>
17	<hr/>	\$ <hr/>

Submitted by:

Name (printed)

Signature

Date

Title

City of Fort Lauderdale
Parking Meter Technology, with Maintenance and Support
RFP # 12342-805

SECTION VI - COST PROPOSAL PAGE – MULTI-SPACE (Pay-by-Space)

Proposer(s) Name: _____

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

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

Notes:

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

ITEM	DESCRIPTION	UNIT COST
1	Multi-Space (Pay-by-Space) including training and 5 sets of maintenance keys and 3 sets of collection keys.	\$ _____
2	Shipping – Multi-Space Meter (Pay-by-Space)	\$ _____
3	Monthly Communication Fee – Multi-Space (Pay-by-Space)	\$ _____
4	Credit Card Transaction Fee – Multi-Space (Pay-by-Space)	\$ _____
5	2 Year Warranty	\$ _____
6	Extended Warranty Year 3	\$ _____
7	Extended Warranty Year 4	\$ _____
8	Extended Warranty Year 5	\$ _____
9	Extended Warranty Year 6	\$ _____
10	Extended Warranty Year 7	\$ _____
11	Extended Warranty Year 8	\$ _____
Total Project Cost		\$ _____

Additional Line Items MULTI-SPACE (Pay-by-Space) (if any)

12	<hr/>	\$ <hr/>
13	<hr/>	\$ <hr/>
14	<hr/>	\$ <hr/>
15	<hr/>	\$ <hr/>
16	<hr/>	\$ <hr/>
17	<hr/>	\$ <hr/>

Submitted by:

Name (printed)

Signature

Date

Title

City of Fort Lauderdale
Parking Meter Technology, with Maintenance and Support
RFP # 12342-805

SECTION VI - COST PROPOSAL PAGE – DUAL SPACE

Proposer(s) Name: _____

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

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

Notes:

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

ITEM	DESCRIPTION	UNIT COST
1	Dual Space Meter (Coin/Credit) including training and twelve (12) of maintenance keys and 3 sets of collection keys.	\$ _____
2	Shipping – Dual Space	\$ _____
3	Monthly Communication Fee – Dual Space	\$ _____
4	Credit Card Transaction Fee – Dual Space	\$ _____
5	2 Year Warranty	\$ _____
6	Extended Warranty Year 3	\$ _____
7	Extended Warranty Year 4	\$ _____
8	Extended Warranty Year 5	\$ _____
9	Extended Warranty Year 6	\$ _____
10	Extended Warranty Year 7	\$ _____
11	Extended Warranty Year 8	\$ _____
Total Project Cost		\$ _____

Additional Line Items DUAL SPACE (if any)

12	<hr/>	\$ <hr/>
13	<hr/>	\$ <hr/>
14	<hr/>	\$ <hr/>
15	<hr/>	\$ <hr/>
16	<hr/>	\$ <hr/>
17	<hr/>	\$ <hr/>

Submitted by:

Name (printed)

Signature

Date

Title

Exhibit 1 - Meter Technical Specifications - Single Space Meters

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
1	General Specifications	Please note: Please fill this sheet out for SINGLE SPACE METERS only	Proposer is to respond to all requirements highlighted in *yellow*. If vendor selects "will meet" please list compliance date in Comments section.	If, applicable, you may use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.
1.1	Pay for parking	Payment must be available through multiple options, including coin, credit card and mobile payment integration. Near Field Communication (NFC) (including Apple Pay and Google Pay) payments shall be supported and available.		
1.2	Configure Payment Environment	Explain the process of converting meters from Pay-and-Display, Pay-By-Space, and Pay-By Plate		
1.2	Configure Rate Structure	Meters must have the ability to store a minimum of 8 different rate structures that are configurable by time of day, length of stay and day of the week.		
1.3	Screen size	Meters must have a large screen display in order for rate information to be displayed, rather than signs posted on the meter.		
1.4	Pre-pay	Meters must have pre-payment option (payments made in advance of operating hours).		
1.5	Add meter time	Meters must have the ability to add time to existing transactions, however, the add time feature must disallow the ability to purchase time past the maximum time for a parking space.		
1.6	Ability to Display Information	All technology shall be able to electronically display the following to the patron with minimal effort: i. rates ii. days and hours of operation iii. user instructions		
1.7	Vendor Support	Proposers must offer strong customer support 7 days a week including holidays. i. Timely, same-day responses are required. ii. A single point of contact for the City is required during normal business hours (MST). Vendor will coordinate, in advance, scheduled time off and identify an alternative point of contact during these designated times.		
1.8	Request for Quotations	Requests for Quotations from the City must be to be fulfilled within three business days, and/or at a status update on the 3rd business day and every 2 days thereafter. This is to include all requests for all equipment and parts.		
1.9	Return Merchandise Authorization	Return Merchandise Authorization (RMA) requests must be fulfilled within 30 calendar days, and/or a status update as the expected time of arrival (ETA). RMA shipments to the City must include advance email delivery notification, delivery date/time and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within the mutually established delivery hours of operation.		
1.10	Change Rates	Changing rates using the Meter Management System (MMS) shall be completely web-based (no software to install), easy to use with customizable tariff naming and the ability to download rates onto customizable, user-defined groups of meters.		

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Exhibit 1

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Exhibit 1 - Meter Technical Specifications - Single Space Meters

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
1.11	ADA Compliance	All technology, equipment, and systems shall be ADA-compliant.		
1.12	New Materials	All materials and components shall be new and unused.		
1.13	Modular Components	All technology shall have a modular design. Components shall be able to be quickly changed in the field.		
1.14	Weatherproof Electronics	All electronic components, connections and wiring shall be fully weatherproofed.		
1.15	Meter Quality	The meters shall be weather, rust and graffiti resistant and shall be made of stainless steel or an equivalent material.		
1.16	Doors	Vault and access doors must be sealed to prevent water/sand intrusion.		
1.17	Meter Lighting	The City prefers that the meter has additional lighting or illumination for dark hour usage.		
1.18	Wireless Communication	All technology shall wirelessly communicate usage, payment status, and maintenance alert data in real-time.		
1.19	Web-based MMS	All technology shall be managed by a web-based meter maintenance system. It is required that the meter maintenance system provide an accessible chain of events that identifies the footprint of usage including the user, date and time stamp, who completed an input, activity or event and the action completed.		
1.20	Environmental Durability	All technology shall be warranted to operate as proposed within a temperature range of -15 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City of Fort Lauderdale, including but not limited to sleet, rain, hail, ocean mist, grime, sand, fog, salt, sun (including direct sunlight), and vibrations.		
2	MMS Requirements			
2.1	MMS Maintenance Tickets	Shall be able to remotely update meter pricing, regulations, and configuration		
2.2	Meter Activity Reporting	Shall be able to provide reports on meter activity and shall, at a minimum, include: i. Metrics dashboard based on routes, Meter Technicians, faults, resolved, mean time to repair (MTTR), etc., ii. Auto push of faults to Meter Technicians.		
2.3	Work Order Tickets	Shall be able to automatically create maintenance work order tickets for meter-generated alarms or patron reports of meter malfunctions. Maintenance tickets shall be able to be updated via email, smartphone and tablet.		
2.4	Meter Maintenance Records	Shall record meter maintenance completed by repair staff.		
2.5	Meter Status Indicator	Shall easily indicate meter status and send alarms to designated personnel if a meter is not functioning.		
3	Wireless Two-Way Communications			
3.1	Wireless Communications	The technology will be equipped with a modem, antenna, and the required software to support wireless communications.		

Exhibit 1 - Meter Technical Specifications - Single Space Meters

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
3.2	Communications Service	The wireless communications shall be supplied as a "communications service" during the life of the contract, not as a specific type of modem or wireless carrier supply.		
4	Equipment Display			
4.1	Display in and out of light	Graphic display shall be easy to read under various daytime and nighttime lighting conditions, including fog and direct sunlight and at various angles.		
4.2	Backlit Display	The meter shall have a backlit graphic display panel that is large enough to legibly display all necessary operating status messages to patrons and repair personnel. The display must be energy efficient and operate in a solar-charging (or equivalent) configuration and not cause excessive battery drain.		
4.3	Scratch & Impact Resistant	The display shall be scratch and impact resistant.		
4.4	Rate & Hours	Current rates and hours must be able to be displayed on the graphic display and be remotely programmed.		
4.5	Program Rates	City shall have the ability to program rates independent of vendor support with no additional costs associated with these changes.		
4.7	Pre Payment (Special Events/Valet Operations)	City shall have the the ability to have meters show meters are not available during the hours and not take a payment.		
4.6	Rate Options	Customers shall be able to select their rate option prior to submitting payment in order for the meter to translate the amount due and inform the customer of the payment value.		
4.7	Dynamic Messaging	Graphic display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the MMS and communicated wirelessly to the meter at least once per day. The City shall have the ability to change or adjust the graphic display independent of vendor support and there shall be no additional costs for these types of adjustments.		
4.8	Special Messaging	All meters shall have an ability to display special messaging i.e., holiday and special event messages, which can be downloaded remotely..		
4.9	Display Content	<p>Meter display shall clearly communicate the following electronically, alphanumerically and graphically:</p> <ul style="list-style-type: none"> i. Rates ii. Days and hours of meter operation iii. Regulations iv. Instructions to the user: <ul style="list-style-type: none"> 1. Read Error, Please Reinsert Card – if card is removed from the mechanism before it could read the information on the card; 2. Coin Only – at the sole discretion of City, if the card slot is inoperable; 3. Card Only – at the sole discretion of City, if the coin slot is inoperable; 4. Out of Order – at the sole discretion of City, if the coin and card slots are inoperable, with customizable instructions. v. Special messaging 		

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Exhibit 1 - Meter Technical Specifications - Single Space Meters

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
5	Keypad			
5.1	Keypad Durability	Keypads must be vandal resistant, weatherproof, and corrosion resistant.		
5.2	Display Feedback	Meters must provide visual, audible or tactile indication that a button has been pressed, as feedback to the patron.		
5.3	Security	Meters shall have high security locks for all meter doors. Electronic locks are required on any revenue accessible door with online programmable access parameters including restrictions for maintenance, collections, days of week and hours of day. Meters must have manual override process in case of failure or electronic lock malfunction.		
5.4	Upgrades	Upgrades to the MMS or other systems will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract including ongoing refresher training available to the City.		
6	Payments			
6.1	Credit cards	All meters must support secure real-time authorization of credit cards and optional contactless cards.		
6.3	Payments	Proposer shall be able to describe coin, card and alternative payment operations, including the number of different coins/currency accepted and the type of card-based payments, including magnetic stripe, contactless cards and chip-based cards (as applicable).		
6.4	Coin payment	The meter shall accept coins through a jam-resistant coin interface and jam-resistant card payments through a card interface.		
6.5	Alternative payment to coin	If the coin slot is inoperable, meters must have the option to still accept card payments and third-party payments (e.g., mobile payments).		
6.6	Coin chute free-fall	The coin chute or track and coin verifier unit shall be a free-fall type (non-moving and non-mechanized) or an equivalent.		
6.7	Coin chute anti-backup	The coin chute or track shall include an anti-backup provision to prevent and detect the attempted retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).		
6.8	Coin security	Coins must be deposited directly into, and stored within, secured containers in the vault area of the meter.		
6.9	Money collection	Meter monies (coins and cash, if applicable) must be easy to collect, simple to reconcile and include audit capabilities.		
6.10	Clearing jammed coin	Maintenance personnel must be able to easily clear coin jams without the use of special tools and without accessing the vault.		
6.11	Clearing jammed bills	Maintenance personnel must be able to easily clear bill jams without the use of special tools and without accessing the vault.		
6.12	Pre-payment acceptance	All meters shall be able to be programmed to accept pre-payments prior to start of regulated parking and extended payment within applicable City policy requirements.		

Exhibit 1 - Meter Technical Specifications - Single Space Meters

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
6.13	PCI	The meter, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)).		
6.14	PA-DSS Certified	Meter shall be PA-DSS certified by a Qualified Security Assessor (QSA).		
6.15	EMV Compliance	The technology must be EMV compliant.		
6.16	Adjust parking prices	The MMS system shall allow the City to dynamically and remotely adjust parking prices on the meters in real-time.		
7	Clock			
7.1	24/7/365 Time Display	The meter must have a 365-day calendar real-time clock that completes a daily time-sync with the server at least once every 24 hours and that will either retain the time settings during battery replacements or servicing, or will accurately reset the time settings without losing prior programming; reset shall occur within 3 seconds of battery replacement or servicing. If back-up power built into the meter is used for this function, this back-up power must allow at least 15 minutes for a given battery change without losing the clock settings.		
7.2	Daylight Savings Time	The clock shall be programmable at least one year in advance for automatic daylight savings time changes.		
7.3	Time and Date accuracy	The time-of-day clock shall be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period). i. There shall be no upper limit or maximum deviation that would prevent the clock from syncing with the MMS. ii. The clock shall track the day of week, Monday through Sunday. iii. Time of day and day of week shall be displayed to maintenance staff, on the front display screen, when the reset feature is activated.		
8	Power			
8.1	Battery containment and accessibility	Batteries shall be located in an easily accessible storage area inside the unit that can be changed out in less than 30 seconds once the meter is opened.		
8.2	Nickel-Cadmium Battery	For environmental reasons, Nickel-Cadmium batteries shall not be used to power the meters.		
8.3	Meter power	The meter will be powered by battery and/or rechargeable solar-powered battery pack.		
8.4	Battery alert	When battery voltage falls below a minimum threshold, the meter will generate an alert prior to the meter going out of service.		
8.5	Battery corrosion resistance	Battery connections will be designed to resist corrosion and sustain a minimum of five years of service.		
8.6	Battery life display	Current battery voltage for both rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the MMS.		
8.7	Data retention without power	All locally-stored meter data will be retained during battery replacement and battery failures of seven days or less.		
8.8	Battery life	Battery shall have a life of at least 1 year.		

Exhibit 1 - Meter Technical Specifications - Single Space Meters

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
9	Security			
9.1	Secure Container	Coins passing through the meter shall be deposited directly into secured containers in a separate vault area.		
9.2	Coin Vault	The coin vault areas shall not be accessible from the maintenance compartment.		
9.3	Vandal Resistant	Meters shall be resistant to vandalism and other attacks to remove or disable coin from the coin cans.		
10	Warranty/Vendor Support			
10.1	Information Support	The customer support help desk shall have the ability to collect and/or provide detailed information to the City via the hotline and/or via log in to the back-office software, including: i. Verify, log and dispatch reports of meter malfunctions in real time with online tracking		
10.2	Toll free phone number	Proposer shall provide the City with toll free telephone numbers enabling them to reach Proposer's staff during normal business hours.		
10.3	Off-Site Diagnosis	The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.		
10.4	Quarterly bulletins	Vendor shall be required to provide quarterly technical bulletins that identify product notifications, technology updates, lessons learned from other installations and overall system and performance details including software and firmware upgrades with an explanation of features and improvements.		
10.5	System Warranty/Guarantee	Provide system warranty guarantees and extended warranty options on all hardware and software effective from the date of installation.		
11	Training by Vendor			
11.1	Continued Training	The City requires an on-site 2-hour refresher training every 4 months that will include a review of project issues, system performance and product updates. Vendor shall provide all training at a location to be determined by the City or its designee.		
11.2	Vendor travel costs	Vendor shall cover all travel costs.		
11.3	Training/System Documentation	Vendor shall supply and keep current hard and digital copies of all operating, training, repair and user's manuals, which includes detailed instructions for system usage.		
12	MMS Reporting/Maintenance Tracking/Enforcement			
12.1	Equipment Downtime and Data Transmission Status	The MMS must provide secure, web-based back office reporting, including real time exception reporting for equipment downtime and data transmission issues.		
12.2	Maintenance Tracking/Ticket Generation	The MMS shall provide maintenance tracking with automated technical ticket generation.		
12.3	Maintenance App	The MMS shall provide a smartphone application to update, reassign and close out maintenance tickets.		

Exhibit 1 - Meter Technical Specifications - **Single Space Meters**

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
12.4	Track Maintenance Issues	The MMS shall have the capability to track maintenance issues, completion of maintenance tasks and reports on meter uptime.		

Exhibit 1 - Meter Technical Specifications - Single Space Meters

Company Name and Contact Information:				
Requirement Name	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional	
12.5	Maintenance Scheduling	The MMS shall provide scheduling capabilities for both preventive and non-recurring maintenance.		
12.6	Maintenance Dispatch	The MMS shall provide a maintenance dispatch interface for the scheduling, routing, recording and reporting of error/problem corrections.		
12.7	Maintenance/Enforcement Area/Zones	The MMS shall provide an online mapping module for parking spaces and meters to identify maintenance and enforcement areas/zones. The MMS shall provide real-time verification of parking spaces payment status for enforcement purposes.		
12.8	Sync Rate Changes	The MMS shall allow the remote download of all rate changes, display changes, other user interface changes and operating system changes and upgrades with no upcharge for wireless data usage.		
12.9	Reporting Analytics Tool	The web-based MMS reporting analytics tool shall allow for: i. custom filtering of data fields ii. drop & drag report capabilities iii. table creation where reports can be saved for individual or global use		
12.10	Export Data	The MMS shall allow for online scheduled reports to be exported as Excel, CSVs and/or PDFs.		
13	Integrations			
13.1	Real-Time Integration	Proposer must provide real-time integration with the City's current and future parking technology vendors, including, at a minimum, mobile/text provider(s), citation issuance/enforcement handhelds and the license plate recognition (LPR) provider (TBD). Proposer shall confirm integration capabilities with the City's existing and future vendors and/or describe any costs associated with implementing the integration required to support the proposed technology solution.		
13.2	Data and integration	Vendor will be required to provide data and integration with other City designated systems, initially including MapIt, a live database connection with GIS data that requires 9 decimals and, in the near future, Cartegraph and other potential system to be identified.		
13.3	Meter data	Vendor will be required to provide all meter related data in a format and interface as defined by the City.		
14	Extensibility			
14.1	Data Import/Export	System shall have ability for Data Import/Export: Mobile/Text payment, Cartegraph, MapIt, PMIS		
14.2	Availability %	System shall have availability of 99.9%		
15	Capacity			
15.1	Number of Users	System will allow access to approximately 30 employees		
15.2	Number of Customer Records	Meters shall have ability to process approximately 100 transactions per meter per day.		
15.3	Historical Data	Ability to store over a million transactions per year.		
15.4	Spaces	Ability to support up to 6500 spaces.		

Exhibit 1 - Meter Technical Specifications - Single Space Meters

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
16	Continuity			
16.1	Recovery Time Objective (RTO)	If the system experiences an outage/goes offline, issue shall be resolved in 2 hours or less.		
16.2	Recovery Point Objective (RPO)	Recovery Point Objective (RPO) is to have no data loss. The system needs to operate off-line with no data loss within PCI Processing requirements.		
17	Usability			
17.1	Web UX/UI Standards	All technology shall have a modular design. Components shall be able to be quickly changed in the field.		
18	Data			
18.1	Data Retention	Vendors to meet the 5-year records retention schedule of the City of Fort Lauderdale.		
18.2	Data Migration	Vendor shall be able to work with outside vendors to perform data migration. This could include data mapping, data cleanup/verification, data transfer, and other testing as defined by City requirements.		
19	System Migration			
19.1		Vendor shall be able to work with existing meter vendor to transition records from current MMS to include, but not limited to: meter locations; payment by meter, street and zone within timeframes specified by City requirements.		

Exhibit 1 - Meter Technical Specifications - Dual Space Meters

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
1	General Specifications	Please note: Please fill this sheet out for DUAL SPACE METERS only	Proposer is to respond to all requirements highlighted in *yellow*. If vendor selects "will meet" please list compliance date in notes section	If, applicable, you may use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.
1.1	Pay for parking	Payment must be available through multiple options, including coin, credit card and mobile payment integration. Near Field Communication (NFC) (including Apple Pay and Google Pay) payments shall be supported and available.		
1.2	Configure Payment Environment	Explain the process of converting meters from Pay-and Display, Pay-By-Space, and Pay-By Plate		
1.3	Configure Rate Structure	Meters must have the ability to store a minimum of 8 different rate structures that are configurable by time of day, length of stay and day of the week.		
1.4	Screen size	Meters must have a large screen display in order for rate information to be displayed, rather than signs posted on the meter.		
1.5	Pre-pay	Meters must have pre-payment option (payments made in advance of operating hours).		
1.6	Add meter time	Meters must have the ability to add time to existing transactions, however, the add time feature must disallow the ability to purchase time past the maximum time for a parking space.		
1.7	Ability to Display Information	All technology shall be able to electronically display the following to the patron with minimal effort: i. rates ii. days and hours of operation iii. user instructions		
1.8	Vendor Support	Proposers must offer strong customer support 7 days a week including holidays. i. Timely, same-day responses are required. ii. A single point of contact for the City is required during normal business hours (MST). Vendor will coordinate, in advance, scheduled time off and identify an alternative point of contact during these designated times.		
1.9	Request for Quotations	Requests for Quotations from the City must be to be fulfilled within three business days, and/or at a status update on the 3rd business day and every 2 days thereafter. This is to include all requests for all equipment and parts.		
1.10	Return Merchandise Authorization	Return Merchandise Authorization (RMA) requests must be fulfilled within 30 calendar days, and/or a status update as the expected time of arrival (ETA). RMA shipments to the City must include advance email delivery notification, delivery date/time and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within the mutually established delivery hours of operation.		
1.11	Change Rates	Changing rates using the Meter Management System (MMS) shall be completely web-based (no software to install), easy to use with customizable tariff naming and the ability to download rates onto customizable, user-defined groups of meters.		

Exhibit 1 - Meter Technical Specifications - Dual Space Meters

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
1.12	ADA Compliance	All technology, equipment, and systems shall be ADA-compliant.		
1.13	New Materials	All materials and components shall be new and unused.		
1.14	Modular Components	All technology shall have a modular design. Components shall be able to be quickly changed in the field.		
1.15	Weatherproof Electronics	All electronic components, connections and wiring shall be fully weatherproofed.		
1.16	Meter Quality	The meters shall be weather, rust and graffiti resistant and shall be made of stainless steel or an equivalent material.		
1.17	Doors	Vault and access doors must be sealed to prevent water/sand intrusion.		
1.18	Meter Lighting	The City prefers that the meter has additional lighting or illumination for dark hour usage.		
1.19	Wireless Communication	All technology shall wirelessly communicate usage, payment status, and maintenance alert data in real-time.		
1.20	Web-based MMS	All technology shall be managed by a web-based meter maintenance system. It is required that the meter maintenance system provide an accessible chain of events that identifies the footprint of usage including the user, date and time stamp, who completed an input, activity or event and the action completed.		
1.21	Environmental Durability	All technology shall be warranted to operate as proposed within a temperature range of -15 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City of Fort Lauderdale, including but not limited to sleet, rain, hail, ocean mist, grime, sand, fog, salt, sun (including direct sunlight), and vibrations.		
2	MMS Requirements			
2.1	MMS Maintenance Tickets	Shall be able to remotely update meter pricing, regulations, and configuration		
2.2	Meter Activity Reporting	Shall be able to provide reports on meter activity and shall, at a minimum, include: i. Metrics dashboard based on routes, Meter Technicians, faults, resolved, mean time to repair (MTTR), etc., ii. Auto push of faults to Meter Technicians.		
2.3	Work Order Tickets	Shall be able to automatically create maintenance work order tickets for meter-generated alarms or patron reports of meter malfunctions. Maintenance tickets shall be able to be updated via email, smartphone and tablet.		
2.4	Meter Maintenance Records	Shall record meter maintenance completed by repair staff.		
2.5	Meter Status Indicator	Shall easily indicate meter status and send alarms to designated personnel if a meter is not functioning.		
3	Wireless Two-Way Communications			
3.1	Wireless Communications	The technology will be equipped with a modem, antenna, and the required software to support wireless communications.		

Exhibit 1 - Meter Technical Specifications - Dual Space Meters

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
3.2	Communications Service	The wireless communications shall be supplied as a "communications service" during the life of the contract, not as a specific type of modem or wireless carrier supply.		
4	Equipment Display			
4.1	Display in and out of light	Graphic display shall be easy to read under various daytime and nighttime lighting conditions, including fog and direct sunlight and at various angles.		
4.2	Backlit Display	The meter shall have a backlit graphic display panel that is large enough to legibly display all necessary operating status messages to patrons and repair personnel. The display must be energy efficient and operate in a solar-charging (or equivalent) configuration and not cause excessive battery drain.		
4.3	Scratch & Impact Resistant	The display shall be scratch and impact resistant.		
4.4	Rate & Hours	Current rates and hours must be able to be displayed on the graphic display and be remotely programmed.		
4.5	Program Rates	City shall have the ability to program rates independent of vendor support with no additional costs associated with these changes.		
4.6	Rate Options	Customers shall be able to select their rate option prior to submitting payment in order for the meter to translate the amount due and inform the customer of the payment value.		
4.7	Dynamic Messaging	Graphic display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the MMS and communicated wirelessly to the meter at least once per day. The City shall have the ability to change or adjust the graphic display independent of vendor support and there shall be no additional costs for these types of adjustments.		
4.8	Special Messaging	All meters shall have an ability to display special messaging i.e., holiday and special event messages, which can be downloaded remotely.		
4.9	Display Content	Meter display shall clearly communicate the following electronically, alphanumerically and graphically: i. Rates ii. Days and hours of meter operation iii. Regulations iv. Instructions to the user: 1. Read Error, Please Reinsert Card – if card is removed from the mechanism before it could read the information on the card; 2. Coin Only – at the sole discretion of City, if the card slot is inoperable; 3. Card Only – at the sole discretion of City, if the coin slot is inoperable; 4. Out of Order – at the sole discretion of City, if the coin and card slots are inoperable, with customizable instructions. v. Special messaging		

Exhibit 1 - Meter Technical Specifications - Dual Space Meters

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
5	Keypad			
5.1	Keypad Durability	Keypads must be vandal resistant, weatherproof, and corrosion resistant.		
5.2	Display Feedback	Meters must provide visual, audible or tactile indication that a button has been pressed, as feedback to the patron.		
5.3	Security	Meters shall have high security locks for all meter doors. Electronic locks are required with online programmable access parameters including restrictions for maintenance, collections, days of week and hours of day. Meters must have manual override process in case of failure or electronic lock malfunction.		
5.4	Upgrades	Upgrades to the MMS or other systems will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract including ongoing refresher training available to the City.		
6	Payments			
6.1	Credit cards	All meters must support secure real-time authorization of credit cards and optional contactless cards.		
6.2	Credit cards	Credit card payments can be accepted during weak wireless signal occurrences.		
6.3	Payments	Proposer shall be able to describe coin, card and alternative payment operations, including the number of different coins/currency accepted and the type of card-based payments, including magnetic stripe, contactless cards and chip-based cards (as applicable).		
6.4	Coin payment	The meter shall accept coins through a jam-resistant coin interface and jam-resistant card payments through a card interface.		
6.5	Coin shutter	The coin discrimination system should contain an automatic shutter, which opens during operational hours for coin insertion of approved coins, but not for non-metallic objects.		
6.6	Alternative payment to coin	If the coin slot is inoperable, meters must have the option to still accept card payments and third-party payments (e.g., mobile payments).		
6.7	Coin chute free-fall	The coin chute or track and coin verifier unit shall be a free-fall type (non-moving and non-mechanized) or an equivalent.		
6.8	Coin chute anti-backup	The coin chute or track shall include an anti-backup provision to prevent and detect the attempted retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).		
6.9	Coin security	Coins must be deposited directly into, and stored within, secured containers in the vault area of the meter.		
6.10	Money collection	Meter monies (coins and cash, if applicable) must be easy to collect, simple to reconcile and include audit capabilities.		
6.11	Clearing jammed coin	Maintenance personnel must be able to easily clear coin jams without the use of special tools and without accessing the vault.		

Exhibit 1 - Meter Technical Specifications - Dual Space Meters

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
6.12	Pre-payment acceptance	All meters shall be able to be programmed to accept pre-payments prior to start of regulated parking and extended payment within applicable City policy requirements.		
6.13	PCI	The meter, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)).		
6.14	PA-DSS Certified	Meter shall be PA-DSS certified by a Qualified Security Assessor (QSA).		
6.15	EMV Compliance	The technology must be EMV compliant.		
6.16	Adjust parking prices	The MMS system shall allow the City to dynamically and remotely adjust parking prices on the meters in real-time.		
7	Clock			
7.1	24/7/365 Time Display	The meter must have a 365-day calendar real-time clock that completes a daily time-sync with the server at least once every 24 hours and that will either retain the time settings during battery replacements or servicing, or will accurately reset the time settings without losing prior programming; reset shall occur within 3 seconds of battery replacement or servicing. If back-up power built into the meter is used for this function, this back-up power must allow at least 15 minutes for a given battery change without losing the clock settings.		
7.2	Daylight Savings Time	The clock shall be programmable at least one year in advance for automatic daylight savings time changes.		
7.3	Time and Date accuracy	The time-of-day clock shall be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period). i. There shall be no upper limit or maximum deviation that would prevent the clock from syncing with the MMS. ii. The clock shall track the day of week, Monday through Sunday. iii. Time of day and day of week shall be displayed to maintenance staff, on the front display screen, when the reset feature is activated.		
8	Power			
8.1	Meter power	The meter will be powered by battery and/or rechargeable solar-powered battery pack.		
8.2	Battery containment and accessibility	Batteries shall be located in an easily accessible storage area inside the unit that can be changed out in less than 30 seconds once the meter is opened.		
8.3	Nickel-Cadmium Battery	For environmental reasons, Nickel-Cadmium batteries shall not be used to power the meters.		
8.4	Battery alert	When battery voltage falls below a minimum threshold, the meter will generate an alert prior to the meter going out of service.		
8.5	Battery corrosion resistance	Battery connections will be designed to resist corrosion and sustain a minimum of five years of service.		
8.6	Battery life display	Current battery voltage for both rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the MMS.		

Exhibit 1 - Meter Technical Specifications - Dual Space Meters

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
8.7	Data retention without power	All locally-stored meter data will be retained during battery replacement and battery failures of seven days or less.		
8.8	Battery life	Battery shall have a life of at least 1 year.		
9	Security			
9.1	Secure Container	Coins passing through the meter shall be deposited directly into secured containers in a separate vault area.		
9.2	Coin Vault	The coin vault areas shall not be accessible from the maintenance compartment.		
9.3	Vandal Resistant	Meters shall be resistant to vandalism and other attacks to remove or disable coin from the coin cans.		
10	Warranty/Vendor Support			
10.1	Information Support	The customer support help desk shall have the ability to collect and/or provide detailed information to the City via the hotline and/or via log in to the back-office software, including: i. Verify, log and dispatch reports of meter malfunctions in real time with online tracking		
10.2	Toll free phone number	Proposer shall provide the City with toll free telephone numbers enabling them to reach Proposer's staff during normal business hours.		
10.3	Off-Site Diagnosis	The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.		
10.4	Quarterly bulletins	Vendor shall be required to provide quarterly technical bulletins that identify product notifications, technology updates, lessons learned from other installations and overall system and performance details including software and firmware upgrades with an explanation of features and improvements.		
10.5	System Warranty/Guarantee	Provide system warranty guarantees and extended warranty options on all hardware and software effective from the date of installation.		
11	Training by Vendor			
11.1	Continued Training	The City requires an on-site 2-hour refresher training every 4 months that will include a review of project issues, system performance and product updates. Vendor shall provide all training at a location to be determined by the City or its designee.		
11.2	Vendor travel costs	Vendor shall cover all travel costs.		
11.3	Training/System Documentation	Vendor shall supply and keep current hard and digital copies of all operating, training, repair and user's manuals, which includes detailed instructions for system usage.		
12	MMS Reporting/Maintenance Tracking/Enforcement			
12.1	Equipment Downtime and Data Transmission Status	The MMS must provide secure, web-based back office reporting, including real time exception reporting for equipment downtime and data transmission issues.		
12.2	Maintenance Tracking/Ticket Generation	The MMS shall provide maintenance tracking with automated technical ticket generation.		

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Exhibit 1 - Meter Technical Specifications - Dual Space Meters

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
12.3	Maintenance App	The MMS shall provide a smartphone application to update, reassign and close out maintenance tickets.		
12.4	Track Maintenance Issues	The MMS shall have the capability to track maintenance issues, completion of maintenance tasks and reports on meter uptime.		
12.5	Maintenance Scheduling	The MMS shall provide scheduling capabilities for both preventive and non-recurring maintenance.		
12.6	Maintenance Dispatch	The MMS shall provide a maintenance dispatch interface for the scheduling, routing, recording and reporting of error/problem corrections.		
12.7	Maintenance/Enforcement Area/Zones	The MMS shall provide an online mapping module for parking spaces and meters to identify maintenance and enforcement areas/zones. The MMS shall provide real-time verification of parking spaces payment status for enforcement purposes.		
12.8	Sync Rate Changes	The MMS shall allow the remote download of all rate changes, display changes, other user interface changes and operating system changes and upgrades with no upcharge for wireless data usage.		
12.9	Reporting Analytics Tool	The web-based MMS reporting analytics tool shall allow for: i. custom filtering of data fields ii. drop & drag report capabilities iii. table creation where reports can be saved for individual or global use		
12.10	Export Data	The MMS shall allow for online scheduled reports to be exported as Excel, CSVs and/or PDFs.		
12.11	System Transactions	For a pay-by-plate or pay-by-space solution, system transactions shall be communicated to the back-office system in real time to support enforcement queries and integration requirements. The system shall support enforcement queries for vehicle payment status.		
13	Integrations			
13.1	Real-Time Integration	Proposer must provide real-time integration with the City's current and future parking technology vendors, including, at a minimum, mobile/text provider(s), citation issuance/enforcement handhelds and the license plate recognition (LPR) provider (TBD). Proposer shall confirm integration capabilities with the City's existing and future vendors and/or describe any costs associated with implementing the integration required to support the proposed technology solution.		
13.2	Data and integration	Vendor will be required to provide data and integration with other City designated systems, initially including MapIt, a live database connection with GIS data that requires 9 decimals and, in the near future, Cartegraph and other potential system to be identified.		
13.3	Meter data	Vendor will be required to provide all meter related data in a format and interface as defined by the City.		
14	Extensibility			
14.1	Data Import/Export	System shall have ability for Data Import/Export: Mobile/Text payment, Cartegraph, MapIt, PMIS		
14.2	Availability %	System shall have availability of 99.9%		

Exhibit 1 - Meter Technical Specifications - Dual Space Meters

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
15	Capacity			
15.1	Number of Users	System will allow access to approximately 30 employees		
15.2	Number of Customer Records	Meters shall have ability to process approximately 100 transactions per meter per day.		
15.3	Historical Data	Ability to store over a million transactions per year.		
15.4	Spaces	Ability to support up to 6500 spaces.		
16	Continuity			
16.1	Recovery Time Objective (RTO)	If the system experiences an outage/goes offline, issue shall be resolved in 2 hours or less.		
16.2	Recovery Point Objective (RPO)	Recovery Point Objective (RPO) is to have no data loss. The system needs to operate off-line with no data loss within PCI Processing requirements.		
17	Usability			
17.1	Web UX/UI Standards	All technology shall have a modular design. Components shall be able to be quickly changed in the field.		
18	Data			
18.1	Data Retention	Vendors to meet the 5-year records retention schedule of the City of Fort Lauderdale.		
18.2	Data Migration	Vendor shall be able to work with outside vendors to perform data migration. This could include data mapping, data cleanup/verification, data transfer, and other testing as defined by City requirements.		
19	System Migration			
19.1		Vendor shall be able to work with existing meter vendor to transition records from current MMS to include, but not limited to: meter locations; payment by meter, street and zone within timeframes specified by City requirements.		

Exhibit 1 - Meter Technical Specifications - Pay Stations

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
1	General Specifications	Please note: Please fill this sheet out for PAY STATIONS only	Proposer is to respond to all requirements highlighted in *yellow*. If vendor selects "will meet" please list compliance date in notes section	If, applicable, you may use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.
1.1	Pay for parking	Payment must be available through multiple options, including coin, credit card and mobile payment integration. Near Field Communication (NFC) (including Apple Pay and Google Pay) payments shall be supported and available.		
1.2	Configure Payment Environment	Explain the process of converting meters from Pay-and Display, Pay-By-Space, and Pay-By Plate		
1.3	Configure Rate Structure	Meters must have the ability to store a minimum of 8 different rate structures that are configurable by time of day, length of stay and day of the week.		
1.4	Screen size	Meters must have a large screen display in order for rate information to be displayed, rather than signs posted on the meter.		
1.5	Pre-pay	Meters must have pre-payment option (payments made in advance of operating hours).		
1.6	Add meter time	Meters must have the ability to add time to existing transactions, however, the add time feature must disallow the ability to purchase time past the maximum time for a parking space.		
1.7	Ability to Display Information	All technology shall be able to electronically display the following to the patron with minimal effort: i. rates ii. days and hours of operation iii. user instructions		
1.8	Vendor Support	Proposers must offer customer support 7 days a week including holidays. i. Timely, same-day responses are required. ii. A single point of contact for the City is required during normal business hours (MST). Vendor will coordinate, in advance, scheduled time off and identify an alternative point of contact during these designated times.		
1.9	Request for Quotations	Requests for Quotations from the City must be to be fulfilled within three business days, and/or at a status update on the 3rd business day and every 2 days thereafter. This is to include all requests for all equipment and parts.		
1.10	Return Merchandise Authorization	Return Merchandise Authorization (RMA) requests must be fulfilled within 30 calendar days, and/or a status update as the expected time of arrival (ETA). RMA shipments to the City must include advance email delivery notification, delivery date/time and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within the mutually established delivery hours of operation.		
1.11	Change Rates	Changing rates using the Meter Management System (MMS) shall be completely web-based (no software to install), easy to use with customizable tariff naming and the ability to download rates onto customizable, user-defined groups of meters.		

Exhibit 1 - Meter Technical Specifications - Pay Stations

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
1.12	ADA Compliance	All technology, equipment, and systems shall be ADA-compliant.		
1.13	New Materials	All materials and components shall be new and unused.		
1.14	Modular Components	All technology shall have a modular design. Components shall be able to be quickly changed in the field.		
1.15	Weatherproof Electronics	All electronic components, connections and wiring shall be fully weatherproofed.		
1.16	Meter Quality	The meters shall be weather, rust and graffiti resistant and shall be made of stainless steel or an equivalent material.		
1.17	Doors	Vault and access doors must be sealed to prevent water/sand intrusion.		
1.18	Meter Lighting	The City prefers that the meter has additional lighting or illumination for dark hour usage.		
1.19	Wireless Communication	All technology shall wirelessly communicate usage, payment status, and maintenance alert data in real-time.		
1.20	Web-based MMS	All technology shall be managed by a web-based meter maintenance system. It is required that the meter maintenance system provide an accessible chain of events that identifies the footprint of usage including the user, date and time stamp, who completed an input, activity or event and the action completed.		
1.20	Environmental Durability	All technology shall be warranted to operate as proposed within a temperature range of -15 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City of Fort Lauderdale, including but not limited to sleet, rain, hail, ocean mist, grime, sand, fog, salt, sun (including direct sunlight), and vibrations.		
2	MMS Requirements			
2.1	MMS Maintenance Tickets	Shall be able to remotely update meter pricing, regulations, and configuration		
2.2	Meter Activity Reporting	Shall be able to provide reports on meter activity and shall, at a minimum, include: i. Metrics dashboard based on routes, Meter Technicians, faults, resolved, mean time to repair (MTTR), etc., ii. Auto push of faults to Meter Technicians.		
2.3	Work Order Tickets	Shall be able to automatically create maintenance work order tickets for meter-generated alarms or patron reports of meter malfunctions. Maintenance tickets shall be able to be updated via email, smartphone and tablet.		
2.4	Meter Maintenance Records	Shall record meter maintenance completed by repair staff.		
2.5	Meter Status Indicator	Shall easily indicate meter status and send alarms to designated personnel if a meter is not functioning.		
3	Wireless Two-Way Communications			
3.1	Wireless Communications	The technology will be equipped with a modem, antenna, and the required software to support wireless communications.		

Exhibit 1 - Meter Technical Specifications - Pay Stations

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
3.2	Communications Service	The wireless communications shall be supplied as a "communications service" during the life of the contract, not as a specific type of modem or wireless carrier supply.		
4	Equipment Display			
4.1	Display in and out of light	Graphic display shall be easy to read under various daytime and nighttime lighting conditions, including fog and direct sunlight and at various angles.		
4.2	Backlit Display	The meter shall have a backlit graphic display panel that is large enough to legibly display all necessary operating status messages to patrons and repair personnel. The display must be energy efficient and operate in a solar-charging (or equivalent) configuration and not cause excessive battery drain.		
4.3	Scratch & Impact Resistant	The display shall be scratch and impact resistant.		
4.4	Rate & Hours	Current rates and hours must be able to be displayed on the graphic display and be remotely programmed.		
4.5	Program Rates	City shall have the ability to program rates independent of vendor support with no additional costs associated with these changes.		
4.6	Validation/Permit Codes	Validation/Permit Codes- Ability to create specific codes to be utilized during special events and pre-selling of parking spaces where MS meters are located to eliminate the need of creating dashboard permits. Ability to create codes in the backoffice with specific parameters i. Code to be used on specific day and times ii. Valid for specific amount of time iii. Ability to limit the number of times code can be used or a continuous code for extended period of time		
4.7	Rate Options	Customers shall be able to select their rate option prior to submitting payment in order for the meter to translate the amount due and inform the customer of the payment value.		
4.8	Dynamic Messaging	Graphic display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the MMS and communicated wirelessly to the meter at least once per day. The City shall have the ability to change or adjust the graphic display independent of vendor support and there shall be no additional costs for these types of adjustments.		
4.9	Special Messaging	All meters shall have an ability to display special messaging i.e., holiday and special event messages, which can be downloaded remotely..		

Exhibit 1 - Meter Technical Specifications - Pay Stations

Company Name and Contact Information:				
Requirement Name	Requirement Description	Requirement Compliance	Vendor Response Comments - Optional	
4.10	Display Content	Meter display shall clearly communicate the following electronically, alphanumerically and graphically: i. Rates ii. Days and hours of meter operation iii. Regulations iv. Instructions to the user: 1. Read Error, Please Reinsert Card – if card is removed from the mechanism before it could read the information on the card; 2. Coin Only – at the sole discretion of City, if the card and cash slots are inoperable; 3. Cash Only - at the sole discretion of City, if coin and card slot is inoperable 4. Card Only – at the sole discretion of City, if the coin and cash slots are inoperable; 5. Out of Order – at the sole discretion of City, if the coin, cash and card slot are inoperable, with customizable instructions. v. Special messaging (Special events rates / valet operations)		
5	Keypad			
5.1	Keypad Durability	Keypads must be vandal resistant, weatherproof, and corrosion resistant.		
5.2	Lighted Key Pad	Meters should have lighted keypads		
5.3	Display Feedback	Meters must provide visual, audible or tactile indication that a button has been pressed, as feedback to the patron.		
5.4	Security	Meters shall have high security locks for all meter doors. Electronic locks are required with online programmable access parameters including restrictions for maintenance, collections, days of week and hours of day. Meters must have manual override process in case of failure or electronic lock malfunction.		
5.5	Upgrades	Upgrades to the MMS or other systems will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract including ongoing refresher training available to the City.		
6	Payments			
6.1	Credit cards	All meters must support secure real-time authorization of credit cards and optional contactless cards.		
6.2	Credit cards	Credit card payments can be accepted during weak wireless signal occurrences.		
6.3	Payments	Proposer shall be able to describe coin, card and alternative payment operations, including the number of different coins/currency accepted and the type of card-based payments, including magnetic stripe, contactless cards and chip-based cards (as applicable).		
6.4	Coin payment	The meter shall accept coins through a jam-resistant coin interface and jam-resistant card payments through a card interface.		

Exhibit 1 - Meter Technical Specifications - Pay Stations

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
6.5	Coin shutter	The coin discrimination system should contain an automatic shutter, which opens during operational hours for coin insertion of approved coins, but not for non-metallic objects.		
6.6	Alternative payment to coin	If the coin slot is inoperable, meters must have the option to still accept card payments and third-party payments (e.g., mobile payments).		
6.7	Coin chute free-fall	The coin chute or track and coin verifier unit shall be a free-fall type (non-moving and non-mechanized) or an equivalent.		
6.8	Coin chute anti-backup	The coin chute or track shall include an anti-backup provision to prevent and detect the attempted retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).		
6.9	Coin security	Coins must be deposited directly into, and stored within, secured containers in the vault area of the meter.		
6.10	Money collection	Meter monies (coins and cash, if applicable) must be easy to collect, simple to reconcile and include audit capabilities.		
6.11	Clearing jammed coin	Maintenance personnel must be able to easily clear coin jams without the use of special tools and without accessing the vault.		
6.12	Pre-payment acceptance	All meters shall be able to be programmed to accept pre-payments prior to start of regulated parking and extended payment within applicable City policy requirements.		
6.13	PCI	The meter, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)).		
6.14	PA-DSS Certified	Meter shall be PA-DSS certified by a Qualified Security Assessor (QSA).		
6.15	EMV Compliance	The technology must be EMV compliant.		
6.16	Adjust parking prices	The MMS system shall allow the City to dynamically and remotely adjust parking prices on the meters in real-time.		
7	Clock			
7.1	24/7/365 Time Display	The meter must have a 365-day calendar real-time clock that completes a daily time-sync with the server at least once every 24 hours and that will either retain the time settings during battery replacements or servicing, or will accurately reset the time settings without losing prior programming; reset shall occur within 3 seconds of battery replacement or servicing. If back-up power built into the meter is used for this function, this back-up power must allow at least 15 minutes for a given battery change without losing the clock settings.		
7.2	Daylight Savings Time	The clock shall be programmable at least one year in advance for automatic daylight savings time changes.		

Exhibit 1 - Meter Technical Specifications - Pay Stations

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
7.3	Time and Date accuracy	The time-of-day clock shall be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period). i. There shall be no upper limit or maximum deviation that would prevent the clock from syncing with the MMS. ii. The clock shall track the day of week, Monday through Sunday. iii. Time of day and day of week shall be displayed to maintenance staff, on the front display screen, when the reset feature is activated.		
8	Power			
8.1	Meter power	The meter will be powered by solar-powered and/or rechargeable battery pack or direct wire (120 volt)		
8.2	Battery containment and accessibility	Batteries shall be located in an easily accessible storage area inside the unit that can be changed out in less than 30 seconds once the meter is opened.		
8.3	Nickel-Cadmium Battery	For environmental reasons, Nickel-Cadmium batteries shall not be used to power the meters.		
8.4	Battery alert	When battery voltage falls below a minimum threshold, the meter will generate an alert prior to the meter going out of service.		
8.5	Battery corrosion resistance	Battery connections will be designed to resist corrosion and sustain a minimum of five years of service.		
8.6	Battery life display	Current battery voltage for both rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the MMS.		
8.7	Data retention without power	All locally-stored meter data will be retained during battery replacement and battery failures of seven days or less.		
8.8	Battery life	Battery shall have a life of at least 1 year.		
9	Security			
9.1	Secure Container	Coins passing through the meter shall be deposited directly into secured containers in a separate vault area.		
9.2	Coin Vault	The coin vault areas shall not be accessible from the maintenance compartment.		
9.3	Vandal Resistant	Meters shall be resistant to vandalism and other attacks to remove or disable coin from the coin cans.		
10	Warranty/Vendor Support			
10.1	Information Support	The customer support help desk shall have the ability to collect and/or provide detailed information to the City via the hotline and/or via log in to the back-office software, including: i. Verify, log and dispatch reports of meter malfunctions in real time with online tracking		
10.2	Toll free phone number	Proposer shall provide the City with toll free telephone numbers enabling them to reach Proposer's staff during normal business hours.		
10.3	Off-Site Diagnosis	The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.		

Exhibit 1 - Meter Technical Specifications - Pay Stations

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
10.4	Quarterly bulletins	Vendor shall be required to provide quarterly technical bulletins that identify product notifications, technology updates, lessons learned from other installations and overall system and performance details including software and firmware upgrades with an explanation of features and improvements.		
10.5	System Warranty/Guarantee	Provide system warranty guarantees and extended warranty options on all hardware and software effective from the date of installation.		
11	Training by Vendor			
11.1	Continued Training	The City requires an on-site 2-hour refresher training every 4 months that will include a review of project issues, system performance and product updates. Vendor shall provide all training at a location to be determined by the City or its designee.		
11.2	Vendor travel costs	Vendor shall cover all travel costs.		
11.3	Training/System Documentation	Vendor shall supply and keep current hard and digital copies of all operating, training, repair and user's manuals, which includes detailed instructions for system usage.		
12	MMS Reporting/Maintenance Tracking/Enforcement			
12.1	Equipment Downtime and Data Transmission Status	The MMS must provide secure, web-based back office reporting, including real time exception reporting for equipment downtime and data transmission issues.		
12.2	Maintenance Tracking/Ticket Generation	The MMS shall provide maintenance tracking with automated technical ticket generation.		
12.3	Maintenance App	The MMS shall provide a smartphone application to update, reassign and close out maintenance tickets.		
12.4	Track Maintenance Issues	The MMS shall have the capability to track maintenance issues, completion of maintenance tasks and reports on meter uptime.		
12.5	Maintenance Scheduling	The MMS shall provide scheduling capabilities for both preventive and non-recurring maintenance.		
12.6	Maintenance Dispatch	The MMS shall provide a maintenance dispatch interface for the scheduling, routing, recording and reporting of error/problem corrections.		
12.7	Maintenance/Enforcement Area/Zones	The MMS shall provide an online mapping module for parking spaces and meters to identify maintenance and enforcement areas/zones. The MMS shall provide real-time verification of parking spaces payment status for enforcement purposes.		
12.8	Sync Rate Changes	The MMS shall allow the remote download of all rate changes, display changes, other user interface changes and operating system changes and upgrades with no upcharge for wireless data usage.		
12.9	Reporting Analytics Tool	The web-based MMS reporting analytics tool shall allow for: i. custom filtering of data fields ii. drop & drag report capabilities iii. table creation where reports can be saved for individual or global use		

Exhibit 1 - Meter Technical Specifications - Pay Stations

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
12.10	Export Data	The MMS shall allow for online scheduled reports to be exported as Excel, CSVs and/or PDFs.		
12.11	System Transactions	For a pay-by-plate or pay-by-space solution, system transactions shall be communicated to the back-office system in real time to support enforcement queries and integration requirements. The system shall support enforcement queries for vehicle payment status.		
13	Integrations			
13.1	Real-Time Integration	Proposer must provide real-time integration with the City's current and future parking technology vendors, including, at a minimum, mobile/text provider(s), citation issuance/enforcement handhelds and the license plate recognition (LPR) provider (TBD). Proposer shall confirm integration capabilities with the City's existing and future vendors and/or describe any costs associated with implementing the integration required to support the proposed technology solution.		
13.2	Data and integration	Vendor will be required to provide data and integration with other City designated systems, initially including MapIt, a live database connection with GIS data that requires 9 decimals and, in the near future, Cartegraph and other potential system to be identified.		
13.3	Meter data	Vendor will be required to provide all meter related data in a format and interface as defined by the City.		
14	Extensibility			
14.1	Data Import/Export	System shall have ability for Data Import/Export: Mobile/Text payment, Cartegraph, MapIt, PMIS		
14.2	Availability %	System shall have availability of 99.9%		
15	Capacity			
15.1	Number of Users	System will allow access to approximately 30 employees		
15.2	Number of Customer Records	Meters shall have ability to process approximately 100 transactions per meter per day.		
15.3	Historical Data	Ability to store over a million transactions per year.		
15.4	Spaces	Ability to support up to 6500 spaces.		
16	Continuity			
16.1	Recovery Time Objective (RTO)	If the system experiences an outage/goes offline, issue shall be resolved in 2 hours or less.		
16.2	Recovery Point Objective (RPO)	Recovery Point Objective (RPO) is to have no data loss. The system needs to operate off-line with no data loss within PCI Processing requirements.		
17	Usability			
17.1	Web UX/UI Standards	All technology shall have a modular design. Components shall be able to be quickly changed in the field.		
18	Data			
18.1	Data Retention	Vendors to meet the 5-year records retention schedule of the City of Fort Lauderdale.		
18.2	Data Migration	Vendor shall be able to work with outside vendors to perform data migration. This could include data mapping, data cleanup/verification, data transfer, and other testing as defined by City requirements.		

Exhibit 1 - Meter Technical Specifications - **Pay Stations**

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments - Optional
19	System Migration			
19.1		Vendor shall be able to work with existing meter vendor to transition records from current MMS to include, but not limited to: meter locations; payment by meter, street and zone within timeframes specified by City requirements.		

City of Fort Lauderdale

Appendix 1 – Data Security and Privacy**ARTICLE 1 – PURPOSE AND SCOPE OF APPLICATION**

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

ARTICLE 2 – DEFINED TERMS

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

CoFL Information Resources. CoFL Information Resources shall be defined as those devices, networks and related infrastructure that CoFL owns, operates or has obtained for use to conduct CoFL business. Devices include but are not limited to, CoFL-owned or managed storage, processing, communications devices and related infrastructure on which CoFL data is accessed, processed, stored, or communicated, and may include personally owned devices. Data includes, but is not limited to, Non-public Information, other CoFL- created or managed business and research data, metadata, and credentials created by or issued on behalf of CoFL.

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

ARTICLE 3 – ACCESS TO CoFL INFORMATION RESOURCES

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

ARTICLE 4 – SECURITY PATCHES AND UPDATES

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

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

ARTICLE 5 – COMPLIANCE WITH APPLICABLE LAWS, FAIR INFORMATION PRACTICE PRINCIPLES AND UC POLICIES

- A. Supplier agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information. Additionally Supplier will comply as applicable with the *Fair Information Practice Principles*, as defined by the U.S. Federal Trade Commission (<http://www.nist.gov/nstic/NSTIC-FIPPs.pdf>). Such principles would typically require Supplier to have a privacy policy, and a prominently-posted privacy statement or notice in conformance with

such principles. If collecting Protected Information electronically from individuals on behalf of CoFL, Supplier's prominently-posted privacy statement will be similar to those used by CoFL (CoFL's sample Privacy Statement for websites is available at [.doc](#)). Supplier also agrees, to the extent applicable, to comply with CoFL's Business and Finance Bulletin IS-2, *Inventory, Classification, and Release of CoFL Electronic Information*. Supplier shall make available to CoFL all products, systems, and documents necessary to allow CoFL to audit Supplier's compliance with the terms of this Article 5. CoFL shall have the right to audit Supplier's compliance with its Information Security Plan and the obligations set forth in Attachment 1.

- B. CoFL reserves the right to monitor Supplier's connectivity to CoFL Information Resources while Supplier accesses Non-public Information.

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

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

ARTICLE 7 – SAFEGUARD STANDARD

Supplier agrees to protect the privacy and security of Non-public Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Supplier will implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of the Non-public Information. All Protected Information stored on portable devices or media must be encrypted in accordance with the Federal Information Processing Standards (FIPS) Publication 140-2. Supplier will ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities while Supplier has responsibility for the Non-public Information under the terms of this Appendix. Prior to agreeing to the terms of this Appendix, and periodically thereafter (no more frequently than annually) at CoFL's request, Supplier will provide assurance, in the form of a third-party audit report or other documentation acceptable to CoFL, such as SOC2 Type II, demonstrating that appropriate information security safeguards and controls are in place.

ARTICLE 8 – INFORMATION SECURITY PLAN

- A. Supplier acknowledges that CoFL is required to comply with information security standards for the protection of Protected Information as required by law, regulation and regulatory guidance, as well as CoFL's internal security program for information and systems protection.
- B. Supplier will establish, maintain and comply with an information security plan ("Information Security Plan"), which will contain, at a minimum, such elements as those set forth in Attachment 1 to this Appendix.
- C. Supplier's Information Security Plan will be designed to:
 - i. Ensure the security, integrity and confidentiality of Non-public Information;

- ii. Protect against any anticipated threats or hazards to the security or integrity of such information;
 - iii. Protect against unauthorized access to or use of such information that could result in harm or inconvenience to the person that is the subject of such information;
 - iv. Reduce risks associated with Supplier having access to CoFL Information Resources; and
 - v. Comply with all applicable legal and regulatory requirements for data protection.
- D.** On at least an annual basis, Supplier will review its Information Security Plan, update and revise it as needed, and submit it to CoFL upon request. At CoFL's request, Supplier will make modifications to its Information Security Plan or to the procedures and practices thereunder to conform to CoFL's security requirements as they exist from time to time. If there are any significant modifications to Supplier's Information Security Plan, Supplier will notify CoFL within 72 hours.

ARTICLE 9 – RETURN OR DESTRUCTION OF NON-PUBLIC INFORMATION

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

If Supplier believes that return or destruction of the Non-public Information is technically impossible or impractical, Supplier must provide CoFL with a written statement of the reason that return or destruction by Supplier is technically impossible or impractical. If CoFL determines that return or destruction is technically impossible or impractical, Supplier will continue to protect the Non-public Information in accordance with the terms of this Appendix.

ARTICLE 10 – NOTIFICATION OF CORRESPONDENCE CONCERNING NON-PUBLIC INFORMATION

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

ARTICLE 11 – BREACHES OF NON-PUBLIC INFORMATION

- A. Reporting of Breach:** Supplier will report any confirmed or suspected Breach to CoFL immediately upon discovery, both orally and in writing, but in no event more than two (2) business days after Supplier reasonably believes a Breach has or may have occurred. Supplier's report will identify: (i) the nature of the unauthorized access, use or disclosure, (ii) the Non-public Information accessed, used or disclosed, (iii) the person(s) who accessed, used, disclosed and/or received Non-public Information (if known), (iv) what Supplier has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (v) what corrective action Supplier has taken or will take to prevent future unauthorized access, use or disclosure. Supplier will provide such other information, including a written report, as reasonably requested by CoFL. In the event of a suspected Breach, Supplier will keep CoFL informed regularly of the progress of its investigation until the uncertainty is resolved.
- B. Coordination of Breach Response Activities:** Supplier will fully cooperate with CoFL's investigation of any Breach involving Supplier and/or the Services, including but not limited to making witnesses and documents available immediately upon Supplier's reporting of the Breach. Supplier's full cooperation will include but not be limited to Supplier:
- i. Immediately preserving any potential forensic evidence relating to the Breach, and remedying the Breach as quickly as circumstances permit

- ii. Promptly (within 2 business days) designating a contact person to whom CoFL will direct inquiries, and who will communicate Supplier responses to CoFL inquiries;
- iii. As rapidly as circumstances permit, applying appropriate resources to remedy the Breach condition, investigate, document, restore CoFL service(s) as directed by CoFL, and undertake appropriate response activities;
- iv. Providing status reports to CoFL on Breach response activities, either on a daily basis or a frequency approved by CoFL;
- v. Coordinating all media, law enforcement, or other Breach notifications with CoFL in advance of such notification(s), unless expressly prohibited by law; and
- vi. Ensuring that knowledgeable Supplier staff is available on short notice, if needed, to participate in CoFL-initiated meetings and/or conference calls regarding the Breach.

C. Grounds for Termination. Any Breach may be grounds for immediate termination of the Agreement by CoFL.

D. Assistance in Litigation or Administrative Proceedings. Supplier will make itself and any employees, subcontractors, or agents assisting Supplier in the performance of its obligations available to CoFL at no cost to CoFL to testify as witnesses, or otherwise, in the event of a Breach or other unauthorized disclosure of Non-public Information caused by Supplier that results in litigation, governmental investigations, or administrative proceedings against CoFL, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy or arising out of this Appendix.

ARTICLE 12 – ATTORNEY’S FEES

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

ARTICLE 13 – INDEMNITY

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

ARTICLE 14 – ADDITIONAL INSURANCE

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

**FIRST AMENDMENT TO APPENDIX – DATA SECURITY AND PRIVACY
SAFEGUARD STANDARD FOR PAYMENT CARD DATA (IF APPLICABLE)**

- A. Supplier agrees that it is responsible for the security of Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms) that it possesses (if any), including the functions relating to storing, processing and transmitting Cardholder Data. In this regard, Supplier represents and warrants that it will implement and maintain certification of Payment Card Industry (“PCI”) compliance standards regarding data security, and that it will undergo independent third party quarterly system scans that audit for all known methods hackers use to access private information and vulnerabilities that would allow malicious software (e.g., viruses and worms) to gain access to or disrupt CoFL Information Resources. These requirements, which are incorporated herein, can be found at https://www.pcisecuritystandards.org/document_library. Supplier agrees to provide at least annually, and from time to time at the written request of CoFL, current evidence (in form and substance reasonably satisfactory to CoFL) of compliance with these data security standards, which has been properly certified by an authority recognized by the payment card industry for that purpose.
- B. In connection with credit card transactions processed for CoFL, Supplier will provide reasonable care and efforts to detect fraudulent payment card activity. In performing the Services, Supplier will comply with all applicable rules and requirements, including security rules and requirements, of CoFL’s financial institutions, including its acquiring bank, the major payment card associations and payment card companies. If during the term of an Agreement with CoFL, Supplier undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI standards and/or other material payment card industry standards, it will promptly notify CoFL of such circumstances.
- C. Supplier further represents and warrants that software applications it provides for the purpose of performing Services related to processing payments, particularly credit card payments, are developed in accordance with all applicable PCI standards, and are in compliance with all applicable PCI standards, including but not limited to Payment Application Data Security Standards (PA-DSS), Point to Point Encryption Solution Requirements (P2PE) including approved card readers or Point of Interaction (POI). As verification of this, Supplier agrees to provide at least annually, and from time to time upon written request of CoFL, current evidence (in form and substance reasonably satisfactory to CoFL) that any such application it provides is certified as complying with these standards and agrees to continue to maintain that certification as may be required.
- D. Supplier will immediately notify CoFL if it learns that it is no longer PCI compliant under one of the standards identified above, or if any software applications or encryption solutions are no longer PCI compliant.

ATTACHMENT 1

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

- x. Reviewing the scope of the security measures at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing Protected Information and of CoFL Information Resources.
- xi. Documenting responsive actions taken in connection with any incident involving a Breach, and mandating post-incident review of events and actions taken, if any, to make changes in business practices relating to protection of Protected Information and CoFL Information Resources.

Computer System Security Requirements

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

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

and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.

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

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

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- 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

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

1.11 **SCRUTINIZED COMPANIES**

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2018), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2018), as may be amended or revised.

1.12 **DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

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

PART II DEFINITIONS/ORDER OF PRECEDENCE:

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

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

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

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

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

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

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

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

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

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

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

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

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

CONSULTANT – A firm providing professional services for the city.

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

PART III BIDDING AND AWARD PROCEDURES:

3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

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

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records 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 agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

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

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

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

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

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

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE CHIEF PROCUREMENT OFFICER, BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR OF FINANCE WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING URL: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING URL: [https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR)

PART IV BONDS AND INSURANCE:

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

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

4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

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

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

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

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

1. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the

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

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

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

5.16 ELIGIBILITY: If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.

5.17 PATENTS AND ROYALTIES: The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.18 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.19 GOVERNING LAW; VENUE: The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

5.20 PUBLIC RECORDS:

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

Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

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

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

6

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-

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

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

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

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

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

The Contract shall include provisions for the following:

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

Authorized Signature

Print Name and Title

Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

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

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

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

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☐ Visa

Company Name

Name (Printed)

Signature

Date

Title

LOCAL BUSINESS PREFERENCE

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

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

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

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

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

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

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

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

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

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

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

(1)
 Business Name

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2)
 Business Name

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(3)
 Business Name

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

(4)
 Business Name

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

(5)
 Business Name

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

(6)
 Business Name

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

BIDDER'S COMPANY:

AUTHORIZED COMPANY PERSON:

NAME

SIGNATURE

DATE

E-VERIFY AFFIRMATION STATEMENTRFP/Bid /Contract No:

Project Description:

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

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

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

Contractor/Proposer/ Bidder Company Name: Authorized Company Person's Signature: Authorized Company Person's Title: Date:

Form

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

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

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

Requester's name and address (optional)

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

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

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

Social security number

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

or

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

Date ▶

General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

CAM 21-0045
Exhibit 1

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

² Circle the minor's name and furnish the minor's SSN.

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

BID/PROPOSAL CERTIFICATION

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

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

Company: (Legal Registration) EIN (Optional):
 Address:
 City: State: Zip:
 Telephone No. FAX No. Email:

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

Total Bid Discount (section 1.05 of General Conditions):

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

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

Addendum No	Date Issued	Addendum No	Date Issued	Addendum No	Date Issued
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

5

6

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

 Date

Signature

 Title

ADDENDUM NO.1

RFP/ ITB No. 12342-805

TITLE: Parking Meter Technology, with Maintenance and Support

ISSUED: January 16, 2020

This addendum is being issued to make the following change(s):

1. Revised Bid Specs uploaded.
See 12342-805 - Parking Meter Technology - V5.docx
2. Revised Exhibit 1 updated.
See Exhibit 1 - Meter Technical Specifications_V4.xlsx

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin, CPPB
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

ADDENDUM NO.2

RFP/ ITB No. 12342-805

TITLE: Parking Meter Technology, with Maintenance and Support

ISSUED: January 24, 2020

This addendum is being issued to make the following change(s):

1) Revised Bid Specs. Section 3.5 added. See 12342-805 - Parking Meter Technology - V6.docx

3.5 The City, in its facilitation of a coordinated parking environment, will require all providers to integrate into its backend software platform of choice. This software platform will perform the following tasks: calculation of parking prices, rates, rules, or restrictions; creation and management of parking zones (including, without limitation zone numbers, locations, and associated rates, rules, and/or restrictions); provision of reporting on parking session activity in a back office tool; processing credit card transactions; and transmitting data to parking enforcement systems. Proposers must integrate with City-specified API endpoints for these operations, including the reconciliation of funds with the City, and as a result, the City will not use or purchase any of the foregoing functionality from any Participant. This ensures that the City will have the capability to manage all provider technology through a single centralized interface with the City. Successful respondents will be required to process payments through WorldPay, and all funds will be deposited in a merchant account designated by the City. Therefore, the successful respondent will be required to have their hardware certified to be compliant with World Pay for gateway services and merchant processing services.

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin, CPPB
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Question and Answers for Bid #12342-805 - Parking Meter Technology, with Maintenance and Support

Overall Bid Questions

Question 1

Section 2.34, Contract Period – The contract term is for four years with two, two year options (eight total years). Section 3.3, Equipment Warranty/Extended Maintenance, requests a two-year initial warranty with an optional, annual extended warranty for Years 3-7. Does the City want an extended warranty period for Year 8?

(Submitted: Jan 15, 2020 4:18:58 PM EST)

Answer

- Yes. See addendum with updated document. (Answered: Jan 16, 2020 3:50:28 PM EST)

Question 2

Section 3.3, Equipment Warranty/Extended Maintenance – The initial two-year warranty period is for parts, material and labor. The extended warranty option requests on-site maintenance/software support. Does the City really want the vendor to price on-site support for the extended warranty period?

(Submitted: Jan 15, 2020 4:19:14 PM EST)

Answer

- Yes (Answered: Jan 16, 2020 3:50:28 PM EST)

Question 3

Section 4.2, Contents of the Proposal – The City prefers a page-length of no more than 75 double-sided pages. Please confirm this limit doesn't apply to required attachments (e.g., Required Forms, Standard Maintenance Agreement, sample Certificate of Insurance, etc.) (Submitted: Jan 15, 2020 4:19:37 PM EST)

Answer

- The 75 double-sided pages are for the proposals and does not apply to the required forms. (Answered: Jan 16, 2020 3:50:28 PM EST)

Question 4

Section VI, Cost Proposal Pages – There are Cost Proposal pages for Single Space, Multi-space (Pay-by-Plate), and Multi-space (Pay-by-Space). Elsewhere in Exhibit 1, Meter Technical Specifications, there is a worksheet for Dual Space meters. Is the City interested in receiving pricing for Dual Space meters? If so, can you please provide a Cost Proposal for the Dual Space meters? (Submitted: Jan 15, 2020 4:19:59 PM EST)

Answer

- Cost Proposal for Dual Space meter has been added. See addendum with updated document. (Answered: Jan 16, 2020 3:50:28 PM EST)

Question 5

Section VI, Cost Proposal Page – Single Space – Item #1 requests pricing to include twelve (12) sets of maintenance keys and three (3) sets of collection keys. This RFP does not request meter housings. Please confirm that housings and keys should not be included in this Item. (Submitted: Jan 15, 2020 4:20:16 PM EST)

Answer

- Meter housing and keys are not part of the RFP. (Answered: Jan 16, 2020 3:50:28 PM EST)

Question 6

Exhibit 1, Meter Technical Specifications – Single Space Meters:

Requirement 1.2 requests an explanation of converting meters from Pay-and-Display, Pay-By-Space, and Pay-by-Plate. Please confirm this requirement is a carry-over from the Pay Station requirements and doesn't apply for Single Space meters.

Requirement 6.11 requests information about clearing jammed bills. Please confirm this requirement is a carry-over from the Pay Station requirements and doesn't apply for Single Space meters.

Requirement 18.1 requires Vendors to meet the attached records retention schedule of the City

and County of Denver. Should this requirement be deleted or can you provide the retention schedule for the City of Ft. Lauderdale? (Submitted: Jan 15, 2020 4:21:23 PM EST)

Answer

- Requirement 1.2: There may be vendors that offer the option for single space meters. If this is not an option for any vendor for their single space meters, they can explain in the appropriate columns.

Requirement 6.11: If single space meters do not accept bills, clearing bill jams will not apply.

Requirement 18.1: See addendum with updated document. (Answered: Jan 16, 2020 3:50:28 PM EST)

Question 7

Exhibit 1, Meter Technical Specifications "Dual Space Meters:

Requirement 1.2 requests an explanation of converting meters from Pay-and-Display, Pay-By-Space, and Pay-by-Plate. Please confirm this requirement is a carry-over from the Pay Station requirements and doesn't apply for Dual Space meters.

Requirement 18.1 requires Vendors to meet the attached records retention schedule of the City and County of Denver. Should this requirement be deleted or can you provide the retention schedule for the City of Ft. Lauderdale? (Submitted: Jan 15, 2020 4:21:51 PM EST)

Answer

- Requirement 1.2: There may be vendors that offer the option for single space meters. If this is not an option for any vendor for their dual space meters, they can explain in the appropriate columns.

Requirement 18.1: See addendum with updated document. (Answered: Jan 16, 2020 3:50:28 PM EST)