

NOTIFICATION

# **REQUEST FOR PROPOSAL**

**CITY OF NAPLES PURCHASING DIVISION** CITY HALL, 735 8<sup>TH</sup> STREET SOUTH **NAPLES, FL 34102** 

NUMBER:

OPENING DATE & TIME:

PH: 239-213-7100 FX: 239-213-7105

10/01/14	BEACI	H PARKING PAY STA	ATIONS	5	15-001	10/24/14 2:00 PM
		AND LOCATION: A Non-maurchasing Conference Roon				
LEGAL NAME OF PA	RTNERSHIP, CORP	ORATION OR INDIVIDUAL:				
MAILING ADDRESS	ic					
CITY-STATE-ZIP:						
PH:			EMAIL:			
FX:			WEB ADDE	RESS:		
AUTHORIZED SIGN	ATURE	DATE	PR	RINTED NAM	ME/TITLE	
corporation, fir respects fair ar authorized to s offers and agre of Naples all r Anti-trust laws or services pur	rm, or person and without collisign this proposes that if the pights, title, and sof the United rchased or acquired	I is made without prior submitting a proposal for the lusion or fraud. I agree to sal for the proposer. In suproposal is accepted, the prior in and to all cause States and the State of FI puired by the City of Naplat the time the City tenders	the same is abide by abmitting proposer we see of action for price es. At the	materials all condi- a propos vill conve- tion it ma- te fixing re- tice City's	, supplies, or etions of this bial to the City or ey, sell, assign y now or herealting to the produced the produced to the pro	equipment and is in all d and certify that I am of Naples the proposer or transfer to the City after acquire under the particular commodities
		FEI/EIN Numbe	er			
Addendum #	1 _	Please initial b I acknowledge receipt/ revie Addendum #2				Addendum #4

TITLE

# **PLEASE NOTE THE FOLLOWING:**

- This page <u>must be completed and returned</u> with your proposal.

  Proposals must be <u>submitted in a sealed envelope</u>, <u>marked with proposal number & closing date</u>.
- Proposals received after the above closing date and time will not be accepted.
- Proposal tabulations will be available on the City of Naples web site <a href="https://www.naplesgov.com">www.naplesgov.com</a>

# **GENERAL CONDITIONS**

TO INSURE ACCEPTANCE OF THE PROPOSAL, PLEASE FOLLOW THESE INSTRUCTIONS. ANY AND ALL SPECIAL CONDITIONS, ATTACHED HERETO, HAVE PRECEDENCE.

- 1. **SEALED PROPOSAL:** All proposals must be submitted in a sealed envelope. The face of the envelope shall contain the proposal name and proposal number. Proposals not submitted on attached proposal form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
- **2. EXECUTION OF PROPOSAL**: Proposal must contain a manual signature of authorized representative in the proposal section. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by proposer to his proposal must be initialed.
- **3. NO PROPOSAL:** If not submitting a proposal, respond by returning the Statement of No Proposal and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO PROPOSAL," and it must be received no later than the stated proposal opening date and hour.
- **4. PROPOSAL OPENING**: Shall be public, on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Proposal files may be examined during normal working hours.
- **5. WITHDRAWAL OF PROPOSALS:** Withdrawal of a proposal within sixty (60) days after the opening of proposals is subject to suspension or debarment in accordance with Policy 7-4 for up to three years.
- **6. PRICES, TERMS and PAYMENT**: Firm Prices shall be proposal and include all packing, handling, shipping charges and delivery to the destination shown herein. Proposer is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.
- **A. TAXES**: The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.
- **B. MISTAKES**: Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk. In case of mistake in extension, the unit price will govern.
- **C. CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be a new, current standard production model available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- **D. SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
- **E.** UNDERWRITERS' LABORATORIES: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.
- **F. PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.
- **7. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.

- 8. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The proposer shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form.
- **9. INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. Failure to comply with this condition will result in proposer waiving his right to dispute the proposal.
- 10. CONFLICT OF INTEREST: All proposal awards are subject to Section 2-973 Conflict of Interest, City of Naples Code of Ordinances, which states: "No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."
- 11. **AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received.
- **ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on proposal at the prices proposal in this invitation. If additional quantities are not acceptable, the proposal sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)
- 13. **SERVICE AND WARRANTY:** Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided.
- **SAMPLES:** Samples of items, when called for, must be furnished free of expense, on or before proposal opening time and date, and if not destroyed may, upon request, be returned at the proposer's expense. Each individual sample must be labeled with proposer's name, manufacturer's brand name and number, proposal number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your proposal. If instructions are not received within this time, the commodities shall be disposed of by the City of Naples.
- **PROPOSAL PROTEST:** The city has formal proposal protest procedures that are available on request.
- **16. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering

- **17. DISPUTES**: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.
- **18. GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify the buyer at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.
- 19. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Naples by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.
- **20. PATENTS AND ROYALTIES:** The proposer, without exception, shall indemnify and save harmless the City of Naples and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Naples. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- **21. ADVERTISING:** In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.
- **ASSIGNMENT**: Any Purchase Order issued pursuant to this proposal invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the buyer.
- **23. LIABILITY:** The supplier shall hold and save the City of Naples, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.
- **24. PUBLIC ENTITY CRIMES**: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- **25. DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- **26. COUNTY TAXES**: No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the government of Collier County, Florida.
- **27. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES**: The City of Naples encourages and agrees to the successful proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer.

# IF THIS PROPOSAL IS FOR A TERM CONTRACT, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

- **28. ELIGIBLE USERS**: All departments of the City of Naples are eligible to use this term contract. Such purchases shall be exempt from the competitive proposal requirements otherwise applying to their purchases.
- **29. PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to City of Naples. Price increases are not acceptable.
- **30. CANCELLATION:** All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of contract. After that period, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior written notice to the other party.
- **31. RENEWAL**: The City of Naples reserves the option to renew the period of this contract, or any portion thereof for up to two (2) additional periods. Renewal of the contract period shall be by mutual agreement in writing.
- **32. ABNORMAL QUANTITIES**: While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate proposals thereon.
- 33. FISCAL NON-FUNDING CLAUSE: In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

# IF THIS PROPOSAL IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY

- **34. ALTERNATIVE PROPOSALS:** Proposers offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE PROPOSAL". Alternative proposals will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all proposals received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Naples.
- **35. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns and transfers to the City of Naples all rights, titles and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of Naples under said contract.
- **36. PROPOSER INVESTIGATIONS:** Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Naples upon which the proposer will rely. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.
- **37. CERTIFICATES AND LICENSES:** The Contractor, at time of proposal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the City of Naples and Collier County for this project pursuant to all applicable Federal, State and Local Laws, Statues, Ordinances, and rules and regulations of any kind.
- **38. CHANGE IN SCOPE OF WORK:** The City of Naples may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract unless such changes or adjustments have been made by written amendment to the contract signed by the City of Naples and the contractor. If the contractor

believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

- **39. CONTRACTOR PERSONNEL**: The City of Naples shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the contractor's employees and sub-contractors is the responsibility solely of the contractor.
- **COST REIMBURSEMENT**: The contractor agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the proposal rates. If an arrangement is made between the contractor and the City to reimburse the contractor for the cost of materials provided in the performance of the work, the contractor shall be reimbursed in the following manner: The City shall reimburse the contractor on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that is supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the contractor's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job.
- **41. EXCEPTIONS**: Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal form. Failure to indicate any exception will be interpreted as the proposer's intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.
- **42. FAILURE TO DELIVER**: In the event of the contractor to fail to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.
- **43. FAILURE TO ENFORCE**: Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
- **44. FORCE MAJEURE:** The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the contractor, unless otherwise specified in the contract.
- 45. INDEPENDENT CONTRACTOR: The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Naples and the City of Naples shall be at no time legally responsible for any negligence or any wrongdoing by the contractor, its servants or agents. The City of Naples shall not withhold from the contract payments to the contractor any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.
- **46. ORAL STATEMENTS**: No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Naples.
- **QUALIFICATIONS OF PROPOSERS:** The proposer may be required, before the award of any contract, to show to the complete satisfaction of the City of Naples that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy the City in regard to the proposer's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all information for this purpose that may be requested. The City reserves the

right to reject any proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the proposer's qualifications shall include:

- > The ability, capacity, skill and financial resources to perform the work or service.
- > The ability to perform the work service promptly or within the time specified, without delay.
- > The character, integrity, reputation, judgment, experience, and efficiency of the proposer.
- > The quality of performance of previous contracts or services.
- **48. QUALITY CONTROL:** The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.
- **49. RECOVERY OF MONEY:** Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the City, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the contractor.
- **SEQUIREMENTS CONTRACT:** During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.
- 51. TERMINATION FOR CONVENIENCE: The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- **TERMINATION FOR DEFAULT:** The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the termination takes effect. The seven-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.
- 53. STATE AND FEDERAL EMPLOYMENT LAWS: Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and

employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non compliant contractors will be subject to contract sanctions, up to and including contract termination.

**SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** The contractor agrees to comply with Executive Order 12549 "Debarment and Suspension" and 2 CFR 180 "OMB Guidelines to Agencies on Government wide Debarment and Suspension." These rules require all contractors using federal funds not be debarred or suspended from doing business with the Federal Government. This includes sub-recipients and lower tier participant for covered transactions. Signing and submitting this document certified the organization and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and further have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction.

THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER

#### GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples 735 Eighth Street South Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.

No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 - Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

# STATEMENT OF NO PROPOSAL

If you will not be bidding on this product/service, please help us by completing and returning <u>only this page</u> to:

City of Naples, Purchasing Division City Hall, 735 8<sup>th</sup> Street South Naples, FL 34102 Fax 239-213-7105

Proposal #	and Description:	
We, the unders	signed, decline to proposal on the above project for	the following reason(s):
Our Con Our cur Specific	not able to respond to the Request for Proposals by mpany does not offer this product or service. The rent work schedule will not permit us to perform the eations are incomplete or information is unclear explain below).	- -
Other (Plea	ase specify below)	
Company Nam	nePH	
Name and Title	e of individual completing this form:	
(Printed Name	(Title)	
(Signature)	(Date)	

# **REFERENCES**

#### THIS SHEET MUST BE COMPLETED AND RETURNED WITH PROPOSAL

PROVIDE AT LEAST THREE REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.

COMPANY NAME:
ADDRESS:
TELEPHONE:
CONTACT PERSON:
CONTACT E-MAIL ADDRESS:
COMPANY NAME:
ADDRESS:
TELEPHONE:
CONTACT PERSON:
CONTACT E-MAIL ADDRESS:
COMPANY NAME:
ADDRESS:
TELEPHONE:
CONTACT PERSON:
CONTACT E-MAIL ADDRESS:
Submitting Vendor Name:

# PROFESSIONAL SERVICES SPECIAL CONDITIONS

#### TERMS OF CONTRACT

The resulting contract will commence on award. The contract will be for two years with the mutually agreed option of three (3) one-year renewals. Prices must be honored for a period of two years. Pricing for years 3-5 will have a stated maximum percentage increase and state a percentage above cost for a balance of product line.

#### B. PROHIBITION OF CONTACT

Under no circumstances should any prospective organization or individual, or anyone acting for or on behalf of a prospective organization or individual, seek to influence or gain the support of any member of the City Council, public official or City staff favorable to the interest of any prospective organization or individual. Likewise, contact with City Council, any public official or city staff against the interests of other prospective organization (s) and or individual(s) is prohibited. Any such activities will result in the exclusion of the prospective organization or individual from consideration by the City.

#### C. REFERENCES

Bidder must submit a minimum of three references on the form provided. Additionally, IRS W-9s will be required from all vendors.

#### D. STATEMENT OF NO BID

If you will not be bidding on this producer/service, please help us by completing and returning the Statement of No Bid.

#### E. BID FORMAT

The Contract, if awarded, will be awarded on the basis of material and equipment illustrated and described on the Proposal Requirements. To create a fair evaluation of proposals, all proposals must conform to the Tab Format as described in the Proposal Requirements. Each Tab section must be clearly labeled, with pages numbered and separated by the appropriate tab(s). The evaluation criteria will be based upon five categories (specifications, price, maintenance / warranty, references, and approach) totaling a 100 points. Upon review of the RFP, the committee may schedule a presentation / demonstration. Proof of insurance from the successful proposer is required at the time of issuance and award of a contract.

#### F. PROPOSAL PERFORMANCE & PAYMENT BONDS

A Performance Bond will be required of the Awarded Proposer for any contract that is in excess of \$100,000.00 dollars and will be in an amount equal to 100 (%) percent of the price specified in the Contract.

A Payment Bond will be required of the Awarded Proposer for any contract that is in excess of \$100,000.00 dollars if Awarded Proposer indicates the use of any suppliers or the hiring of any subcontractor(s) within the proposal or at the time of issuance and award of a contract.

The bond(s) shall be executed by a surety company authorized to do business in the State of Florida, or otherwise secured in a manner satisfactory to the City for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

#### G. QUESTIONS

Questions regarding this proposer packet must be received in writing in the Purchasing Division NO LATER THAN TEN CALENDAR DAYS PRIOR TO THE PROPOSAL CLOSING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING.

Direct all questions to:

Gerald "Jed" Secory, MBA / CPPO / CPM
Purchasing Manager
City of Naples, Purchasing Division
735 8<sup>th</sup> Street South
Naples, Florida 34102
PH: (239) 213-7102 FX: (239) 213-7105
isecory@naplesgov.com

# SUBMISSION CHECKLIST

Bidder should check off each of the following items as completed and submit with bid response:

	CHECKLIST ELEMENTS	INCLUDED
•	Submit one (1) original signature and four (4) copies of to your original bid proposal / document AND a Windows© compatible PDF of the original document on a CD or Flash Drive that is clearly labeled.	
•	Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the proposer identified in the text of the proposal including information for bid evaluation.	
•	Include any delivery information.	
•	Mandatory FORMS from this document to be included are: Cover Sheet, References Sheet, Submission Checklist Sheet, and Price / Compensation Schedule. Also include a signed W-9 form (August 2013 version) for your business with your proposal.	
•	Have an authorized individual sign the appropriate pages including the <u>Cover Sheet</u> with any proposal addenda initialed. Examples of <u>vendor contracts</u> used by the City can be found on the Naples Purchasing web site and should be reviewed by the vendor.	
•	Bid proposal / document needs to be received by the OPENING DATE & TIME indicated on the Cover Sheet. The mailing envelope must be addressed to:	
	The mailing envelope must be sealed and marked with:  BID Number: 15-001  BID Title: Beach Parking Pay Stations  BID Opening Date: 10/24/2014	

ALL COURIER DELIVERED PROPOSALS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Submitting	Vendor Name:			

At the discretion of the Purchasing Manager, bids or proposals with minor irregularities may be accepted and allowed to be corrected when in the best interest of the City.

City of Naples RFP 15-001 14

# Request for Proposals Scope of Work

# BEACH PARKING PAY STATIONS Request for Proposal #15-001

# Index

			Page
Cover Sheet		Required	1
<b>General Conditions</b>		•	2
<b>General Insurance Re</b>	quirements		9
<b>Statement of No Prop</b>	-		10
References		Required	11
<b>Professional Services</b>	Special Conditions	•	12
Submission Checklist	-	Required	14
Scope of Services			16
Overview			
Project Scope			
Wireless Comm	nunication Dependa	bility	
System Integra	tion	-	
<b>General System Opera</b>	ational Requiremen	its	18
<b>Ongoing Warranty an</b>	d Technical Suppor	t Requirements	23
Vendor Minimum Qua	lifications		24
Evaluation Criteria			24
<b>Proposal Requiremen</b>	its		24
Specifica	ntions	Required	
Price		Required (See Exhibit B)	
Maintena	ince / Warranty	Required	
Referenc	es	Required (See Page 11)	
Approacl	h	Required	
Proposal	Alternative	Optional	

Exhibit A - Site Locations

Exhibit B – Price Schedule Required

Exhibit C - Price Sheet for a List of RFP Options

#### **SCOPE OF SERVICES**

Through this Request for Proposal (RFP), the City of Naples desires to solicit proposals from interested and qualified vendors to provide on-street parking payment equipment and a parking management and data integration system. The RFP seeks a vendor to replace existing on-street single-space parking meters with pay station devises. The program will replace existing pay stations and to install pay stations at the remaining beach ends, or as many as practical. The City's goal is to award a contract and begin immediately with installation

The new pay stations must accept direct payment using coin, credit, debit and smart cards; interface with pay by phone service; utilize solar power; utilize wireless two-way communications to process transactions; send real time transaction data and alarm information to city systems, and accept remote programming changes. The credit card process must be PCI (Payment Card Industry) compliant. Systems must be able to transition to EMV (Europay, MasterCard, and Visa) card payment processing, and the system must be able to include NFC (Near Field Communication) payments either now or in the future. Proposers may include citation writing solutions.

#### Overview:

The City of Naples is located on the Gulf of Mexico in southwest Florida. One of the amenities offered to residents and visitors is beach access parking at numerous locations throughout the City. The spaces are a mixture of beach permit only, coin operated meters, and pay stations. The spaces range from areas that are located at the street ends to designated parking lots with ingress / egress. EXHIBIT A lists all of the locations, beach parking mettered spaces, and the current Paystation spots for replacement.

Vehicles that possess a beach permit may park free in either the "permit only" parking areas or at a metered space. Vehicles without a permit are allowed to park in a metered or pay station dedicated space only. The City charges \$.25 / per 10 minutes to those vehicles without a permit (pricing subject to change).

The City has two employees who collect coins from the various meters' locations (organized by zones) on Monday and Friday, bringing the coins to the Finance Department for counting. Approximately \$750,000 is collected from beach parking meters annually and \$270,000 is collected from tickets written. City staff maintains and repairs pay stations and meters, although more complicated issues must be repaired by the manufacturer.

There are five (5) beach patrol employees who write parking tickets utilizing a Duncan ticket writer solution. There are approximately 13,000 tickets written annually. These ticket writers download the information into the City's financial system, Tyler Munis. The City collects approximately 80% of the fines. Police officers can also write beach parking tickets.

The scope of work will include replacement of existing pay stations at the location indicated below. This replacement is to provide functional uniformity for beach pay station on a city-wide basis. The currently in-place parking payment equipment at these locations is being returned to the original vendors, and their replacement is part of this solicitation.

#### Replacement locations include:

- Horizon Way
- Vedado Way
- Via Miramar
- 12<sup>th</sup> Ave. South
- Naples Landings
- Lowdermilk Park (4)
- Naples Pier parking lot (2)

# **Project Scope:**

The City is seeking proposals to provide and install pay stations at the indicated beach ends. This will include replacement of the current paystations. Payment options for the new pay stations shall include credit cards and quarters only. While some locations may have access to power and communication lines, it should be assumed that most do not. Therefore, submittals should address a power and communication solution. The City's goal is to award a contract and begin immediately with installation.

#### **Wireless Communication Dependability:**

When transactions cannot be completed because of service interruptions or weak wireless system signal strength, customer service and system integrity suffers. Selecting a vendor with a commitment to robust reliability, problem identification and tracking, rapid response and resolution of these issues is imperative. Reliability of the wireless communications system to ensure real-time, accurate data for parking enforcement is essential. The most current available cellular technology is vital.

#### **System Integration:**

The City requires that the parking system data be integrated and shared with parking enforcement employees, customer service employees, accounts receivable software, and related applications. This data coordination needs to include alarm notifications, data transfer to City systems and real-time payment data to the enforcement system. It is critical to have these systems interact seamlessly. The relationship of the financial data from the pay stations needs to be reconcilable to that which is received from the financial servers and what is brought in from the Meter Technicians.

# **General System Operational Requirements:**

The new parking pay stations will need to have the following features and capabilities:

#### A. Payment Options

- 1. Coins, accepting quarters only.
- Credit and debit cards: Visa, MasterCard, American Express and Discover using real-time PCI compliant authorization protocols. The gateway credit card processor must be Level 1 PCI certified; the hardware shall be PSS certified. If hold and send capabilities are utilized, the hardware must also be Level 1 PCI certified.
- 3. Pay by phone vendor and/or smart phone (i.e. mobile pay).
- 4. Pre-paid magnetic strip smart cards (optional).

# **B.** General Requirements

- 1. Provide ADA compliance for on-street purchase transactions.
- 2. Support pay by space and optionally pay by license parking.
- 3. Be solar powered, with rechargeable battery and wireless communications provided by the vendor as a communications service, and the ability to be hardwired if needed for better communication.
- 4. Communicate real time alerts concerning maintenance and collections conditions and failures to designated City staff via email or text.
- 5. Be supported by a back office data storage, management and analysis system accessed by the City via a standard web browser.
- 6. Report transactions in real time and have the back office application function as the system of enforcement payment record for pay by phone and pay by license transactions.
- 7. Hardwiring the power at these locations should not be that difficult as we have lighting at each of these locations. This may help with the ability to have better communication between the unit and the wireless carrier at each location.

# C. Pay Station Housing

- 1. The pay station housing will be water resistant to salt water beach standards.
- 2. The housing will be fabricated of corrosion resistant material suitable for the Naples beach environment.
- 3. The surface will be of a graffiti resistant finish, easily cleaned without discoloring.
- 4. The maintenance compartment and collection vault will be separated with separate access doors and keys.
- 5. The access doors, hinges and housings will be vandal resistant.
- 6. The collection door lock will have high security, anti-drill protection.

#### D. Maintenance Compartment

1. The component layout will support ease of access for maintenance troubleshooting and replacement.

- 2. The components will be modular and support rapid field replacement.
- 3. The City prefers there be a method to manually access the maintenance vault in the event of an electronic lock failure.

#### E. Collection Vault

- 1. The vault door will have an electronic lock. This is not the case now.
- 2. The City prefers there be a method to manually access the collection vault in the event of an electronic lock failure.
- 3. Opening the vault door will generate a back office report that includes an identification of the key used for the entry.

#### F. Coin Validator

- 1. The coin validator will detect foreign coins, slugs and other invalid payment tokens and not accept them as valid payment.
- 2. Describe the method by which the pay station treats foreign objects deposited in the place of valid coins.
- 3. If the coin slot is inoperable, the pay station will still accept card payment and display an appropriate customer service message on the pay station display.
- 4. Describe the maintenance method to clear blocked coin validator/chute.

#### G. Card Reader

- 1. The pay station will accept credit/debit card payments using a real time Level 1 PCI vendor managed authorization process.
- 2. The customer will retain control of their card throughout the swipe process.
- 3. The card reader will be capable of reading magnetic strip with contactless and chip-based cards as optional features.
- 4. If the card slot is inoperable, the pay station will still accept coin payment and display an appropriate customer service message on the pay station display.
- 5. Describe pay station's ability to sense a card reader failure and issue a maintenance alarm.
- 6. The pay station will not be required to have printed receipts.

#### H. Power Supply

- 1. The pay station will include a solar panel and a rechargeable internal battery.
- 2. The power supply system will be built into and fully integrated with the unit (as opposed to an add-on solar panel connected to an internal battery).
- 3. The pay station will contain a separate backup battery to sustain clock, calendar, audit information, and RAM in the event of a main power system failure or during battery replacement.
- 4. The backup batteries will be replaceable, without the use of special tools.
- 5. If batteries are lithium, describe the expected life/replacement frequency and disposal cost responsibility.
- 6. The power supply will have the ability to report battery voltage level and solar charging capacity.
- 7. The pay station will function properly in outdoor, ambient light locations.
- 8. Describe the expected main battery life with and without real-time transaction reporting.

#### I. Display

- 1. The display will be backlit in low light situations.
- 2. The display screen will be protected against scratching and graffiti.
- 3. Describe the maximum capacity of characters, lines, and fonts on display.
- 4. The display will have the capability to display messages supplied and downloaded from back office software.
- 5. The primary on-screen display will be in English. Describe any capability of displaying different languages.
- 6. Displays will be legible in bright sunlight and dark evenings.
- 7. Describe expected life of the display unit.

#### J. Coin Canister

- 1. The collection will be performed via a portable cash box system.
- 2. The canister will be equipped with a self-locking mechanism.
- The security lock system will be separate from the pay station's other compartments.
- 4. Describe the coin capacity of the canister.

# K. Keypad

- 1. The pay station will have the capability of including an alphanumeric keypad.
- 2. Describe the keypad's layout, keys available for special designation and how a customer receives feedback that a button has been pressed.
- 3. Describe routine maintenance for the keypad and recommended frequencies.
- Describe the expected life of the keypad and other buttons used for transaction purposes.
- 5. Describe the pay station's ability to sense a keypad failure and issue a maintenance alarm.

#### L. Wireless two-way communications

1. The pay station will be equipped with modem, antenna, and required software to support wireless communications, with a minimum of 3G technology with a preferred wireless connection with Verizon Wireless.

# M. Parking rate structure requirements:

- 1. The City has a single rate structure of \$.25 per 10 minutes for established hours of operations. Hours of operation may vary.
- 2. Rate must show on display in initial greeting screen or in other obvious location.

#### N. Electronic components

- 1. Key pay station electronic components will be plug-and-play.
- 2. Describe the electronic components that are proprietary and those that are commercially available.
- 3. Electronic components will be sealed, highly water resistant, and operate in conditions of extreme high humidity and within a temperature range of 120 degrees to -0 degrees Fahrenheit.

4. Describe the tools necessary to replace electronic components.

# O. Mounting

1. Describe the method of installing and securing the pay station in its operating location, including required mounting surface.

#### P. Customer Interface

- 1. Describe the customer transaction completion sequence with available display prompts, and if there are requirements to follow a specific sequence.
- 2. The message sequence will clearly indicate when a card swipe does not result in the start of the authorization process and the reason for the problem.
- The pay station display will clearly confirm the success or failure of a purchase attempt.
- 4. The display will have various operating status messages to users and maintenance personnel.
- 5. The customer will have the ability to add and subtract time during a card-based purchase.
- 6. Describe the ability to modify the incremental change (money or time) with each add or subtract button push.
- 7. The vendor will describe its processing of credit card transactions, including processing time (e.g., less than "X" seconds processing time from customer purchase decision to receipt print).
- 8. Describe the messages to the customer both at the pay station and through the pay by phone service that indicate that either the maximum posted time duration has been reached or that a parking restriction for that block face will impact the amount of time purchase requested (a transaction sequence message tree would be useful).

# Q. Back Office Operations

- 1. The back office application software will be web-based and hosted by the selected vendor, using North American English language descriptions.
- 2. Describe any limitations on the number of authorized City staff permitted to have access to the back office system.
- 3. The system will have an access management administration feature to grant and control access to data and operational management.
- 4. General vendor back office application upgrades will be provided to the City during the term of the contract.
- 5. The back office system will provide real-time transaction and alarm data available for lookup.
- 6. Credit card transactions approved off-line due to a wireless communications interruption will be identified in the transaction data.
- Pay station rate and configuration updates will be managed solely through the back office parking management system. No pay station visits will be required.
- 8. Describe the process for City staff to use the back office application to set up and send new rate structures, hours of operation, and messages to single or groups of pay stations.

9. Describe the quality control protocols used/available for such issues as ensuring the pay stations are charging the correct rate, are completing credit card transactions, are accepting all credit cards they are supposed to accept, are transmitting all credit card transactions to the banking institution, and are transmitting transaction data in real time for accurate enforcement.

#### R. Reporting

- The system will provide general reporting and data analysis capabilities including cash box status and revenue collection reporting, alarm status and operation status.
- There will be a process for requesting and/or developing custom report formats. Describe any development costs that are included with the proposed services.
- The system will support the export of selected data and reports in various file formats.
- 4. A collection report will be automatically generated at the pay station and recorded in the back office system upon removal of the cash box. The coin count will reset the level to empty status when a new box is inserted.
- 5. Describe the data elements available for the collection report.

#### S. Alarms

- 1) The system will transmit real-time clear, easy to understand alarms to designated individuals via management software, email and/or text message.
- 2) Alarm notifications will be customizable by type, alarm recipient, time of notification, etc.

#### T. Data Security

- 1. Describe the standards employed for transmitted data encryption.
- 2. Describe the type of transaction information stored on the pay station, when that information is transferred to the back office system, how the data transfer is confirmed and how/when information is deleted from the pay station.
- 3. Describe vendor status and annual review process for compliance with Verification of Payment Card Industry Data Security Standards (PCI\_DSS).
- 4. Software upgrades necessary to maintain PCI-DSS compliance will be provided to the City during the entire term of the contract.
- 5. Access to credit card transaction data by City staff will be through a security controlled standard web browser interface.
- 6. Describe the vendor's transaction data storage retention policy and storage period.
- 7. Describe the vendor's recommended pay station credit card processing system.
- 8. Describe the vendor's credit card processing system and the period of time between the completion of a transaction and the fund deposit in the City's bank account.
- 9. Describe server locations and reliability; discuss any issues that have affected or may affect pay station function.

- 10. Describe data backup and recovery.
- 11. Is regular system penetration testing conducted on the system?

#### U. Data Management and Access

- 1. The hosted applications will be supported by a 24 x 7 automated and alert monitoring system. The vendor is responsible for confirming the integrity and receipt of each data transmission.
- 2. The vendor will provide and describe the following Recovery services:
  - a. Hosting infrastructure and environment recovery process
  - b. Application recovery process
  - c. Offsite data backup storage via media or cloud including rotation, retention, and periodic testing of data backups
- 3. The vendor will provide problem management support for all application services covered by this agreement. Please provide a description of these services.
- 4. The pay station vendor must provide the ability to remotely check each station for compliance.

# V. Technical Support

- 1. Twenty four hour technical support to assist in diagnosing problems and correcting outages from the meter. If the problem is one that is difficult to resolve having the ability to remote into the system to analyze and diagnosis problems is essential.
- 2. In the event a pay station is not functioning after 48 hours, a response team from the vendor will be available to address the issue promptly.

# **Ongoing Warranty and Technical Support Requirements:**

The vendor will provide the following warranty, maintenance and technical support:

- 1. A maintenance training program and provisions for advanced and/or refresher training.
- 2. Electronic or written maintenance manuals including recommended preventive maintenance schedules.
- 3. A hardware and software warranty program during the full contract period, including the provision of, or recommendations for local inventory, return procedures, turnaround time and tracking.
- 4. A technical support program including reasonable and timely phone access and in field support.
- 5. Replacement parts for the pay stations will be available during the full contract period, including any mutually agreed to extension, unless specifically identified.
- 6. Forecast of expected order/delivery time for non-warranty pay station parts and consumables.

# **Vendor Minimum Qualifications**

- 1. The vendor or vendor team have demonstrated the ability to support an on-street paid parking operation of the size and complexity of Naples.
- 2. The vendor or vendor team has experience with wireless communications.
- **3.** The vendor or vendor team can demonstrate the financial and staff resources to successfully complete the delivery of the equipment, operational management system and installation services described in the RFP.
- **4.** Response team in the City of Naples area with a maximum response time of 12 hours.

#### **Evaluation Criteria**

The evaluation criteria will be based upon five categories (specifications, price, maintenance / warranty, references, and approach) totaling a 100 points. Upon review of the RFP, the committee may schedule a presentation / demonstration. The City Manager will appoint a selection committee to review and evaluate the firms using criteria discussed in the scope of work. The City, at its sole discretion, may contact the references and/or visit one or more of the sites of the projects listed in response to this solicitation as a part of the evaluation process.

The City may hold interviews with the firms prior to final ranking. The City's intention is to enter into negotiations with the top ranked firm based on the City's schedule. Should negotiations fail with the top ranked team, the City will enter into discussions with the second ranked team, and so on, until an acceptable agreement has been reached between the City and the selected individual or firm. A committee selected by the City Manager will evaluate the proposals and prepare a recommendation to the City Council for award. Funds are budgeted and available for this project.

#### **Response Format**

To create a fair evaluation of proposals, all proposals must conform to the Tab Format as described below. Each Tab section must be clearly labeled, with pages numbered and separated by the appropriate tab(s). Failure by a proposer to include all required items may result in the rejection of the proposal. Any proposal that contains variances may be considered non-responsive.

#### **Proposal Requirements**

Submissions should be no greater than 45 pages, and be in a format that reasonably follows this request for proposals as shown below. Submissions should include:

#### TAB 1 - Specifications (40 points):

- 1. Describe how the equipment meets the standards listed above as A through V.
- Security Describe the security features as it relates to theft / vandalism protection, and the collection of money. List five (5) separate locations where the machine is in place and for how long. Describe any situations where vendor machine has been vandalized.

- Installation Describe the installation requirements mounting requirements, power supply, location prohibitions (Example, if solar, machine must be in an area of sunlight for (how many?) hours per day etc.)
- 4. Customer Convenience Describe features and customer experience that make the machine user friendly (screen, lighting, buttons, labeling, on-screen instructions, menu configuration, processing speed, notification that meter is going to expire etc.).
- Communications Describe the method of communications technology, challenges, methods, vendors, encryption, experience in other locations, planning for changes in cellular technology, and problems encountered and how they have been solved.
- 6. Owner Experience -
  - a. Programming Describe the flexibility of programming options (changing prices, special events), who is authorized to make changes, and how changes are made.
  - b. Collection Describe how the coins are collected and how other financial data (credit card information etc.) is securely transmitted to the City's Finance Department. Detail the interconnectivity to the City's financial system.
  - c. Describe the process by which Enforcement collects information. What potential efficiencies will the City gain?
- 7. Preferred Payment Merchant Although not required, the City's preferred payment merchant vendor is Paymentus. Vendors should indicate if they are compatible with Paymentus, and/or who their compatible payment merchant vendors are, if any.

#### TAB 2 - Price (25 points):

Provide a cost to purchase and install Vendor proposed pay stations from the Vendors Proposed Solution using the current number of metered spaces shown in EXHIBIT B. Prices must be honored for a period of two years. Pricing for years 3-5 will have a stated maximum percentage increase and state a percentage above cost for a balance of product line.

# TAB 3 - Maintenance / Warranty (25 points):

Provide the following information:

- 1. Warranty Provide the base warranty information, length, and what it covers. Provide whether an extended warranty is offered, what it covers, the duration, and cost.
- Maintenance Describe maintenance plan options, cost and a recommendation. Cost of the maintenance plan will be evaluated as part of this category, not pricing.
- 3. Location Provide location of licensed maintenance technicians. Describe parts distribution center and location.

4. Response time for major issues - 12 hours, and 24 hours for standard call out.

#### TAB 4 - References (5 points):

List vendor references (From form on page 11). Preferably utilize communities similar in nature. Also include a current (August 2013) and signed federal W-9 form under this Tab.

# TAB 5 - Approach (5 points):

Provide a holistic approach to the City's beach parking needs. What is the best recommended solution for all of the City's beach ends as well as parking areas, as it relates to cost, maintenance, customer service, and security?

# TAB 6 - Alternative Proposal (Optional)

The City will accept and review any bid alternative (meter in lieu of pay stations for example) as long as the evaluation criteria are addressed. The City is also interested in your solution that involves citation management. A price sheet for a list of RFP options is found as Exhibit C.

- 1) Pre-paid magnetic strip smart cards (optional).
- 2) Optional pay by license parking.
- 3) The card reader will be capable of reading magnetic strip with contactless and chip-based cards as optional features.

Exhibit A – Site Locations

Exhibit B – Price Schedule

**Exhibit C - Price Sheet for a List of RFP Options (Optional)** 

		Exhibi	t A - Site	Location	S		
		DEACH DA	DVINC I	PAY STATI	ONC		
				osal #15-(			
Replacement		Metered	Sticker	Handicap	Free	Paystation Spot	Total Parking
1	Horizon Way	0	0		0	36	38
2	Vedado Way	0	0		0	37	39
3	Via Miramar	0	0	2	0	39	41
4	Lowdermilk Park (4)	0	0	6	0	207	213
5	Broard Ave South	0	0	0	0	50	50
6	Pier Lot (3)	0	0	0	0	79	79
7	Naples Landings	0	0	2	0	37	39
New 1	8th Ave North	20	0	4	0	0	04
2	7th Ave North	20	0	1	0	0	21
3	North Lake Drive	10	3	0	0	0	13
4	6th Ave North	19	19	1	0	0	39
5	4th Ave North	5 11	4	0	0	0	9
6	3rd Ave North	11	4	0	0	0	15
7	2nd Ave North			_	-	0	14
8	1st Ave North	12	4	0	0	0	16
9	Central Ave	11	6	0	0	0	17
10	1st Ave South	8	4	0	0	0	12
11	2nd Ave South	4	11	0	0	0	15
12	3rd Ave South	7	4	0	0	0	11
13	4th Ave South	8	6	0	0	0	14
14	North of Lowdermilk / Median	8	4	3	0	0	15
15	12th Ave South	12	23	0	0	0	35
16	5th Ave South	25	0	8	0	0	33
17	6th Ave South	35	0	0	0	0	35
18	7th Ave South	4	8	0	0	0	12
19	8th Ave South	7	9	0	0	0	16
20	9th Ave South	6	5		0	0	12
21	10th Ave South	11	4	0	0	0	15
22	11th Ave South	9	6	0	0	0	15
23	13th Ave. South	21	5		0	0	13
24	14th Ave South	16	0	0	0	0	21
25	15th Ave South	10	14 7	0	0	0	30
26	16th Ave South	16		0	0	0	17
27	17th Ave South	7	14 3	0	0	0	30
28	18th Ave South	12	13	0	0	0	10
29	32nd Ave South	8	73	0	0	0	25
30	33rd Ave South	10	7	0	-	0	15
31	20th Ave South & Gordon going South	0	15	The second secon	0	0	17
32	15th Ave South & Gordon going South	0	-	0	CONTRACTOR DESCRIPTION OF THE PARTY OF THE P	-	15
33	5th Ave South & Gordon going South  5th Ave South between 2nd St & 3rd St		0	0	40	0	40
34	Noth End of Guld Shore Blvd.	0	0	0	22	0	22
54	Notificial of Guid Stiore Biva.	0	0	0	25	0	25
	otal New and Replacement	350	213	28	87	485	1163

			Exhibit B - Pri				
		The	Schedule is required	for Proposal Submission			
			BEACH PARKING				
			Request for Pro	posai #14-u55			
			PLEASE	COMPLETE AND INSERT WITH	TAB 2 "PRICE" OF Y	OUR PROPOSAL	
Location	Total		Proposed	Proposed		l Cost	
	Metered Spaces	Paystation Spot	Pay Stations	Solution			Comment
Replacement		20					
lorizon Way /edado Way	0				\$	-	
/edado Way /ia Miramar	0	37 39			\$		
owdermilk Park (4)	0	39 207			\$	-	
Broard Ave South	0	50			\$		
Pier Lot (3)	0	79			\$	<del>- ]-</del>	
laples Landings	0	37			\$		
New							
th Ave North	20	0			\$	-	
th Ave North	10	0			\$	-	
North Lake Drive oth Ave North	19	0			\$	-	
th Ave North th Ave North	5 11	0			\$	-	
rd Ave North	10	0			\$	-	
nd Ave North	12	0			\$	-	
st Ave North	11	0			\$	-	
Central Ave	8	0			\$	-	
st Ave South	4	0			\$	-	
nd Ave South	7	0			\$	-	
rd Ave South th Ave South	8	0			\$	-	
th Ave South lorth of Lowdermilk /	8	0			\$	-	
Median	12	0			\$	_	
2th Ave South	25	0			\$		
th Ave South	35	0			\$		
th Ave South	4	0			\$	-	
th Ave South	7	0			\$	-	
th Ave South	6	0			\$	-	
th Ave South 0th Ave South	11 9	0			\$	-	
1th Ave South	8	0			\$	-	
3th Ave. South	21	0			\$	-	
4th Ave South	16	0			\$	-	
5th Ave South	10	0			\$	-	
6th Ave South	16	0			\$	-	
7th Ave South	7	0			\$	-	
8th Ave South 2nd Ave South	12	0			\$	-	
3rd Ave South	10	0			\$	-	
Oth Ave South &					\$	-	
ordon going South	0	0			\$	-	
5th Ave South &	0	0					
ordon going South th Ave South					\$	-	
etween 2nd St & 3rd	0	0					
1 5 1 60 11					\$	-	
oth End of Guld hore Blvd.	0	0					
IOTE DIVG.					\$	-	
OTAL	350	485					
Company N							
Company is	ame		PH				
Email							
Name and T	Stall # to . It t I I						
Name and I	the of individual	completing this sc	hedule:				
(Printed Na	me)		(Title)				
(Signature)							

		Exhibit C - Price Sheet for a List of RFP Options  Use this Form or One Containing this Same Information  BEACH PARKING PAY STATIONS  Request for Proposal #15-001  Cost  Cost  Comments / Description	Exhibit C - Pr Use this Form BEAC Cost	re-paid magnetic strip smart cards ptional pay by license parking ontactless and chip-based cards ther Vendors Suggestions
				ptional pay by license parking ontactless and chip-based cards ther Vendors Suggestions
2 Optional pay by license parking 3 Contactless and chip-based cards 1 A	ptional pay by license parking  ontactless and chip-based cards  ther Vendors Suggestions	quest for Proposal #15-001  Comments / Description		
Cost Cost Signature of the Cost Signature of	Cost Cost Signature of the Cost Signature of	rice Sheet for a List of RFP Options n or One Containing this Same Information CH PARKING PAY STATIONS	Exhibit C - Pr Use this Form BEAC	