



City of Hollywood, Florida

2600 HOLLYWOOD BLVD. • P.O. Box 229045 • ZIP 33022-9045

DATE: **May 4, 2016**

RE: BLANKET ORDER # **B002866**

PRODUCT/SERVICE: **Parking Products,
Associated Installation, Maintenance
Services and Webhosting**

**T2 Systems Canada Inc. (V#36313)
Attn: David Hoyt
330-4321 Still Creek Drive
Burnaby, BC V5C 6S7**

Telephone Contact: (317)524-2184
Email: david.hoyt@t2systems.com

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering into a Blanket Order with your Company based on one of the following:

- | | |
|--|--------|
| <input type="checkbox"/> FORMAL BID # | |
| <input type="checkbox"/> INFORMAL BID # | DATED: |
| <input type="checkbox"/> RENEWAL OF FORMAL BID # | DATED: |
| <input type="checkbox"/> EXTENSION OF FORMAL BID/RFP# | DATED: |
| <input type="checkbox"/> WRITTEN QUOTATION # | DATED: |
| <input type="checkbox"/> VERBAL QUOTATION PER | DATED: |
| <input type="checkbox"/> STATE OF FLORIDA CONTRACT # | DATED: |
| <input type="checkbox"/> BROWARD COUNTY BID # | |
| <input checked="" type="checkbox"/> OTHER: City of Miami Beach – RFP-46-10/11 | |

The term of this order is **06/15/16** through **05/31/2018** **two (2) year term**
Resolution #R-2016-183, Dated: 06/15/2016

The estimated amount is **\$1,098,996.00**

The obligations of the City of Hollywood under this order are subject to the availability of funds lawfully appropriated for its purpose by the City Commission and are subject to the terms and conditions contained on the Purchase Order form.

The City of Hollywood Departments will issue hard copy orders against this Blanket Order as your authorization to deliver. All invoices must reference each unique document number.

If you have any questions, please contact **Janice English** at (954) 921-3345

c: Information Technology
Finance

CITY OF HOLLYWOOD
BLANKET PURCHASE ORDERS
06/15/16 - 05/31/18

BPO #	B002866	DATE :	05/02/16	START DATE :	06/15/16	END DATE :	05/31/18	CONTRACT # :	RFP-46-10/11				
LINE #	VENDOR	ADDR #	STOCK #	REF #	TYPE	TRANS #	UOM	MIN QTY	MAX QTY	ACCOUNT NAME	UNIT PRICE	QTY USED	TAX CODE
HAZARDOUS													
1	36313	0			WARRANTY	N	304900005881	EA	00000001.0000	00000108.0000	0.00000	00000000.0000	
	T-2 SYSTEMS CANADA, INC				968/64								
	BPO DESCRIPTION:				PARKING PRODUCTS, ASSOCIATED								
	BPO DESCRIPTION:				INSTALLATION, MAINTENANCE								
	BPO DESCRIPTION:				SERVICES, AND WEBHOSTING								
	BPO DESCRIPTION:				T2- WARRANTY								
	BPO DESCRIPTION:				QUOTE #39096								
	BPO DESCRIPTION:				DATED: 04/27/2016								
	BPO DESCRIPTION:				THE TERM OF THIS BLANKET PURCHASE								
	BPO DESCRIPTION:				ORDER IS 06/15/16 - 05/31/18								
	BPO DESCRIPTION:				CITY OF MIAMI BEACH -RFP-46-10/11								
2	36313	0			WEBHOSTING	N	304900005882	EA	00000001.0000	00000108.0000	0.00000	00000000.0000	
	T-2 SYSTEMS CANADA, INC				968/64								
	BPO DESCRIPTION:				PARKING PRODUCTS, ASSOCIATED								
	BPO DESCRIPTION:				INSTALLATION, MAINTENANCE								
	BPO DESCRIPTION:				SERVICES, AND WEBHOSTING								
	BPO DESCRIPTION:				T2-WEBHOSTING								
	BPO DESCRIPTION:				QUOTE #502325								
	BPO DESCRIPTION:				DATED: 04/27/2016								
	BPO DESCRIPTION:				THE TERM OF THIS BLANKET PURCHASE								
	BPO DESCRIPTION:				ORDER IS 06/15/16 - 05/31/18								
	BPO DESCRIPTION:				CITY OF MIAMI BEACH -RFP-46-10/11								
3	36313	0			INSTALLATION	N	304900005883	EA	00000001.0000	00000108.0000	0.00000	00000000.0000	
	T-2 SYSTEMS CANADA, INC				968/64								
	BPO DESCRIPTION:				PARKING PRODUCTS, ASSOCIATED								
	BPO DESCRIPTION:				INSTALLATION, MAINTENANCE								
	BPO DESCRIPTION:				SERVICES, AND WEBHOSTING								
	BPO DESCRIPTION:				T2-INSTALLATION PROVIDED BY PARKER								
	BPO DESCRIPTION:				SYSTEMS								
	BPO DESCRIPTION:				QUOTE #40567								
	BPO DESCRIPTION:				DATED: 04/27/2016								
	BPO DESCRIPTION:				THE TERM OF THIS BLANKET PURCHASE								
	BPO DESCRIPTION:				ORDER IS 06/15/16 - 05/31/18								
	BPO DESCRIPTION:				CITY OF MIAMI BEACH -RFP-46-10/11								

CITY OF HOLLYWOOD
BLANKET PURCHASE ORDERS
06/15/16 - 05/31/18

4	36313	0	METERS	968/64	N 304900005884	EA	00000001.0000	00000108.0000	0.00000	00000000.0000
T-2 SYSTEMS CANADA, INC										
BPO DESCRIPTION: PARKING PRODUCTS, ASSOCIATED										
BPO DESCRIPTION: INSTALLATION, MAINTENANCE										
BPO DESCRIPTION: SERVICES, AND WEBHOSTING										
BPO DESCRIPTION: T2-METERS										
BPO DESCRIPTION: QUOTE #38950										
BPO DESCRIPTION: DATED: 04/27/2016										
BPO DESCRIPTION: THE TERM OF THIS BLANKET PURCHASE										
BPO DESCRIPTION: ORDER IS 06/15/16 - 05/31/18										
BPO DESCRIPTION: CITY OF MIAMI BEACH -RFP-46-10/11										
5	36313	0	SPARE PARTS	968/64	N 304900005885	EA	00000001.0000	00000050.0000	0.00000	00000000.0000
T-2 SYSTEMS CANADA, INC										
BPO DESCRIPTION: PARKING PRODUCTS, ASSOCIATED										
BPO DESCRIPTION: INSTALLATION, MAINTENANCE										
BPO DESCRIPTION: SERVICES, AND WEBHOSTING										
BPO DESCRIPTION: T2-SPARE PARTS										
BPO DESCRIPTION: QUOTE #38527										
BPO DESCRIPTION: DATED: 04/27/2016										
BPO DESCRIPTION: THE TERM OF THIS BLANKET PURCHASE										
BPO DESCRIPTION: ORDER IS 06/15/16 - 05/31/18										
BPO DESCRIPTION: CITY OF MIAMI BEACH -RFP-46-10/11										

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form, and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of to Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold the Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer. Seller, will be liable for excess costs of procurement.

F.O.B.

In those cases where F.O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Sellers acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will

result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

Piggybacking Request Form

(Use for purchase(s) over \$15,000, when piggybacking off other contracts)

2016 FEB 19 AM 8:24
CITY OF HOLLYWOOD
PROCUREMENT SERVICES
DIVISION

Date 2/12/16

Department/Office Office of Parking Services

Division/Area Parking

Contact Person Rosanne Regan

Title Financial Analyst

Phone 954-921-3566

Email rregan@hollywoodfl.org

1. Requested Vendor T2 Systems Canada Inc

Vendor Number _____

Address 330-4321 Still Creek Drive
Burnaby, BC V5C 6S7

Contact Person David Hoyt

Title Regional Sales Manager

Phone 317-524-2184

Email david.hoyt@t2systems.com

2. Contract title requesting to piggyback? Parking Products and Associated Installation & Maintenance Services

Awarding Agency City of Miami Beach

Contract Expiration Date 8/10/2016

Copy of Contract and Awarding Agency documentation is attached.

☒ Yes ☐ No

3. Product/Service being requested (be specific). Luke 2 Pay by Plate Multi-space Pay Stations

4. Detailed description of the products/services function and purpose. The multi-space pay stations currently in use on the beach and the boat ramping facilities are almost seven years old and are near the end of their useful life. They have become very costly to repair and need to be replaced. Also, they have 2G modems which will no longer be supported as of October, 2017. In addition, they only operate in the pay and display mode and the current best practice in the parking industry is pay by license plate. The new Luke 2 pay stations operate in the

Procurement Service Division use only

Requisition # R
(As Applicable)

Purchase Order # P
(As Applicable)

Blanket Purchase Order # BPO 8002866
(As Applicable)

(Revised 9/2013)

pay by plate mode and integrate with our current parking citation and permit management system (T2). In addition, they also integrate with other third parties, such as our current pay by phone provider, Parkmobile, and they have many integrations with LPR (license plate recognition) providers which we would like to purchase in the near future. By replacing our current meters with the new Luke II pay by plate meters, we will be able to reduce our inventory because it will no longer be necessary for a parker to go back to their car and display their paid parking receipt.

5. Please explain what process the Department/Office took to verify and/or identify this contract. see #6

6. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product/service?

☒ Yes ☐ No

Please explain The Parking department tested many multi-space pay stations, each for a ninety day period. The meters that were test were from Global, Cale, IPS, Parkeon, Digital and Mackay. After the trials, it was determined that the Global and Digital meters outperformed the others. Parking reviewed contracts that Digital and Global had with other cities. Digital had a better price than Global and also got very good reviews from the City of Miami Beach. We also reviewed other contracts that Digital had with other cities, however, the City of Miami Beach contract had the best price. Digital is also now owned by T2 systems which we use for our parking citation and permit management system so the integration will be seamless.

7. Total cost of the requested product/service. \$865,836 for 108 meters

Meters + Shipping \$ 837,216 (Quote attached from T2 Systems); Installation \$28,620 (\$265 x 108) to be billed by Parker Systems

8. Total estimated annual (fiscal year) cost of requested product/service. \$865,836

Account Number(s) See attached

Please see #10 + #11 below for additional costs.

9. Is this product/service covered by a warranty? ☒ Yes ☐ No

If yes, please attach a copy of the warranty details.

YEARS 1 AND 2 (included with contract) additional years 3-5 \$4,200.00 Annual

10. Would this purchase(s) result in the potential of future purchases for related products/services being restricted to a particular vendor or create a specific vendor as sole source provider for related items?

☒ Yes ☐ No

If yes, please describe the related products/services and estimated cost(s.) There will be an additional recurring cost of \$60 per month per pay station. This price includes \$20 monthly wireless service, \$25 backend software (includes monitoring, alarming, and real-time credit card processing), \$5 for couponing (allows for discounts), and \$10 for API read and write (allows for integrations with third party providers such as pay by phone and LPR). For 108 meters, this will cost \$6480 per month or \$77,760 per year. This service is funded by account number 46.1150.00224.545.003498 (Other Contractual-Webhosting).

11. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase?

☒ Yes ☐ No

If yes, please attach a draft maintenance plan which includes cost estimates and funding source(s.)

1) In addition to the cost of the meter, the Parking department will require spare parts inventory to have on hand. This includes additional bill and coin canisters (for swapping out the full canisters and replacing with empty ones) as well as other parts to have on hand so that repairs to the meters can be

Procurement Service Division use only

Requisition # R _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # BPO 5002866
(As Applicable)

done immediately without having to wait for the warranty parts to be shipped. The spare parts inventory list is attached for a total amount of \$25,799.75 and funding is available by account number 46.1150.00224.545.005214 (Consumable Equipment/Tools). Quote from T2 is attached.

2) In addition, the meters will be covered under a two year warranty which covers parts and level two maintenance services which are outlined in the contract. If labor is required outside the level two parameters outlined in the contract, there will be a labor charge; funding is available by account number 46.1150.00224.545.005214.

3) The City has the option to purchase years 3-5 warranty at a rate of \$400 per meter year as opposed to \$425 per meter per year as long as it is paid upfront. This is a significant savings (\$8100) which we would like to take advantage of. The total amount of \$129,600 (\$43,200 per year) would be paid from account number 46.1150.00224.545.004631 (Maintenance-Equipment), however, a transfer of this amount from the Contingency account, 46.1209.00000.545.00999, will need to be done in order to cover this expenditure. Quote from T2 is attached.

4) In addition, there is an optional warranty for years 6-7 @ \$475 per meter per year which would amount to \$51,300 in those years.

The funding source for all of these expenses will be meter revenues.

12. Is this a grant related purchase? ☐ Yes ☒ No

If yes, please provide details (timeline, expiration dates, milestones, special procurement requirements, etc.) _____

Will this require matching funds? ☐ Yes ☒ No

What is the grant source? _____

What is the grant (dollar) amount? _____

13. Please complete an advanced search of the vendor recommended for award on the Federal Government's Systems for Award Management at www.sam.gov.

Date of Advanced Search _____

Company Name(s) Searched	Search Results
<u>T2 SYSTEMS CANADA INC.</u>	_____
_____	_____
_____	_____
_____	_____

REQUESTING DEPARTMENT RECOMMENDATION

Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contract and recommend its approval based on the contract complying with the City of Hollywood's scope and pricing requirements and to the best of your knowledge the contract does not violate any applicable policy, statute, governing rule or regulation.

Rosanne Regan
Contact Person's Signature

2/12/16
Date

Procurement Service Division use only

Requisition # R _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # BPO B002866
(As Applicable)



Supervisor's Signature



Director's Signature

2/10/16

Date

2.17.16

Date

APPROVAL (Procurement Service Division Use Only)			
Verified By:	<u>JZ</u>	Date	<u>4/29/16</u>
Approved By:	<u>Paul A. Sam</u>	Date	<u>5/4/2016</u>

Procurement Service Division use only

Requisition # R
(As Applicable)

Purchase Order # P
(As Applicable)

Blanket Purchase Order # BPO 6002866
(As Applicable)

SALES QUOTE

T2 Systems Canada Inc.
 330-4321 Still Creek Drive
 Burnaby, BC V5C 6S7
 Phone: 1.888.687.6822
 Fax: 604.687.4329
 GST #: 86910 7094 RT0001
 US Tax ID #: 98-0603996

Sales Quote No.: 39096
 Sales Quote Date: April 27, 2016
 Location Code: MAIN WHSE



CONFIDENTIAL

Page: 1

Bill To:

City of Hollywood
 2600 Hollywood Blvd.
 PO Box 229045
 Hollywood, FL 33022
 USA
 Tamikia Bacon
 954.921.3535
 tbacon@hollywoodfl.org

Sell To:

City of Hollywood
 2600 Hollywood Blvd.
 PO Box 229045
 Hollywood, FL 33022
 USA
 Tamikia Bacon
 954.921.3535
 tbacon@hollywoodfl.org

Ship To:

City of Hollywood
 2600 Hollywood Blvd.
 PO Box 229045
 Hollywood, FL 33022
 USA
 Tamikia Bacon
 954.921.3599
 tbacon@hollywoodfl.org

Bill-to Cust. ID: 2410
 Sell-to Cust. ID: 2410
 End User:
 Sell To EIN No.: 56-6000338
 Payment Terms: Net 30
 Sales Phone: 888.687.6822 x6009
 Sales E-mail: aimee.cook@t2systems.com
 P.O. No.:
 Ref. No.:
 Digital Iris/EMS Cust. Name:

Ship Advice: Complete
 Ship Via: No Product Shipped
 Ship To EIN No.: 56-6000338
 Freight Terms: FOB – Vendor, Prepay & Add
 Account Managers: Aimee Cook/
 Sales Code:
 Requested By:
 Outside Sales (NCM): LP
 Inside Sales (NCM): ANGIEL

Item No.	Description	Unit	Qty.	Unit Price	Total Price
	Extended Warranty Year 3	Each	108	400.00	43,200.00
	Extended Warranty Year 4	Each	108	400.00	43,200.00
	Extended Warranty Year 5	Each	108	400.00	43,200.00

108 units will ship in 2016 with 2 years warranty.
 Next 3 years paid for in advance.
 SN: TBD when order ships
 Expiry: TBD
 Renew: TBD 2021

Any costs incurred for non-warranty items through
 T2 while units were expired will not be covered
 nor credited.

Please review all details on this quote including
 serial numbers.
 If you would like to proceed with placing this
 order, please submit a matching signed quote
 to fax 604.687.4329.

Pricing piggyback from Miami Beach contract .

SALES QUOTE

T2 Systems Canada Inc.
 330-4321 Still Creek Drive
 Burnaby, BC V5C 6S7
 Phone: 1.888.687.6822
 Fax: 604.687.4329
 GST #: 86910 7094 RT0001
 US Tax ID #: 98-0603996

Sales Quote No.: 39096
 Sales Quote Date: April 27, 2016
 Location Code: MAIN WHSE



CONFIDENTIAL

Page: 2

Bill To:

City of Hollywood
 2600 Hollywood Blvd.
 PO Box 229045
 Hollywood, FL 33022
 USA
 Tamikia Bacon
 954.921.3535
 tbacon@hollywoodfl.org

Sell To:

City of Hollywood
 2600 Hollywood Blvd.
 PO Box 229045
 Hollywood, FL 33022
 USA
 Tamikia Bacon
 954.921.3535
 tbacon@hollywoodfl.org

Ship To:

City of Hollywood
 2600 Hollywood Blvd.
 PO Box 229045
 Hollywood, FL 33022
 USA
 Tamikia Bacon
 954.921.3599
 tbacon@hollywoodfl.org

Item No.	Description	Unit	Qty.	Unit Price	Total Price
----------	-------------	------	------	------------	-------------

Amount Subject to Sales Tax	Amount not Subject to Sales Tax
0.00	129,600.00

Subtotal:	129,600.00
Total Tax:	0.00
USD Total:	129,600.00

Quote is valid for 90 days from Quote date.

Terms and Conditions of Sale are available at <http://www.digitalpaytech.com/terms>

Please note that if sales taxes are not charged, if applicable, taxes should be self-assessed and remitted to the appropriate tax authorities.

Quote Acceptance:	PO#	PO Date	Print Name	Authorized Signatory	Title
-------------------	-----	---------	------------	----------------------	-------

Thank you for your business!

Fax Back to: 604.687.4329

Digital Iris / EMS Sales Quote

T2 Systems Canada Inc.
 330-4321 Still Creek Drive
 Burnaby, BC V5C 6S7
 Phone: 1.888.687.6822
 Fax: 604.687.4329
 GST #: 86910 7094 RT0001
 US Tax ID #: 98-0603996

Sales Quote No.: 502325
Sales Quote Date: April 27, 2016
Location Code: MAIN WHSE



CONFIDENTIAL

Page: 1

Bill To:

City of Hollywood
 2600 Hollywood Blvd.
 PO Box 229045
 Hollywood, FL 33022
 USA
 Tamikia Bacon
 954.921.3535
 tbacon@hollywoodfl.org

Sell To:

City of Hollywood
 2600 Hollywood Blvd.
 PO Box 229045
 Hollywood, FL 33022
 USA
 Tamikia Bacon
 954.921.3535
 tbacon@hollywoodfl.org

Ship To:

City of Hollywood
 2600 Hollywood Blvd.
 PO Box 229045
 Hollywood, FL 33022
 USA
 Tamikia Bacon
 954.921.3599
 tbacon@hollywoodfl.org

Bill-to Cust. ID: 2410
 Sell-to Cust. ID: 2410
 End User:
 Sell To EIN No.: 56-6000338
 Payment Terms: Net 30
 Sales Phone: 888.687.6822 x6009
 Sales E-mail: aimee.cook@t2systems.com
 P.O. No.:
 Ref. No.:
 Digital Iris/EMS Cust. Name: TBD

Ship Advice: Complete
 Ship Via: No Product Shipped
 Ship To EIN No.: 56-6000338
 Freight Terms: FOB - Vendor, Prepay & Add
 Account Managers: Aimee Cook/
 Sales Code:
 Requested By:
 Outside Sales (NCM): LP
 Inside Sales (NCM): ANGIEL

Item No.	Description	Unit	Qty.	Unit Price	Total Price
100.7101	Digital Iris/EMS Core (annual)	Each	108	480.00	51,840.00
	Real-Time Credit Card Processing, Alerts, Reports				
100.7741	T2 Systems Handheld Integration	Each	108		
	Enforcement Integration (annual)				
100.7613	Digital Connect - Unlimited	Each	108	240.00	25,920.00
	Communication (annual)				
100.7750	Genetec LPR Enforcement Integration	Each	108		
	LPR Enforcement Integration (annual)				
100.7201	Coupons	Each	108		
	Additional Services (annual)				
100.7401	Digital API - Read	Each	108		
	System Integration (annual)-MobilePay				
	Total Annual billing:				
	\$60 per unit per year				
	\$60 x 108 units x 12 months = \$77,760				

Digital Iris / EMS Sales Quote

T2 Systems Canada Inc.
 330-4321 Still Creek Drive
 Burnaby, BC V5C 6S7
 Phone: 1.888.687.6822
 Fax: 604.687.4329
 GST #: 86910 7094 RT0001
 US Tax ID #: 98-0603996

Sales Quote No.: 502325
Sales Quote Date: April 27, 2016
Location Code: MAIN WHSE



CONFIDENTIAL

Page: 2

Bill To:

City of Hollywood
 2600 Hollywood Blvd.
 PO Box 229045
 Hollywood, FL 33022
 USA
 Tamikia Bacon
 954.921.3535
 tbacon@hollywoodfl.org

Sell To:

City of Hollywood
 2600 Hollywood Blvd.
 PO Box 229045
 Hollywood, FL 33022
 USA
 Tamikia Bacon
 954.921.3535
 tbacon@hollywoodfl.org

Ship To:

City of Hollywood
 2600 Hollywood Blvd.
 PO Box 229045
 Hollywood, FL 33022
 USA
 Tamikia Bacon
 954.921.3599
 tbacon@hollywoodfl.org

Item No.	Description	Unit	Qty.	Unit Price	Total Price
----------	-------------	------	------	------------	-------------

Amount Subject to Sales Tax	Amount not Subject to Sales Tax
0.00	77,760.00

Subtotal:	77,760.00
Total Tax:	0.00
USD Total:	77,760.00

Quote is valid for 90 days from Quote date.

Please note that if sales taxes are not charged, if applicable, taxes should be self-assessed and remitted to the appropriate tax authorities.

Quote Acceptance:	PO#	PO Date	Print Name	Authorized Signatory	Title
--------------------------	-----	---------	------------	----------------------	-------

Thank you for your business!

Fax Back to: 604.687.4329

Terms and Conditions for Digital Iris services are available at http://www.digitalpaytech.com/terms/digital_iris.aspx. Terms and Conditions for EMS services are available at <http://www.digitalpaytech.com/terms/EMS.html>. Customer must accept the Digital Iris / EMS Service Terms prior to shipment of units and commencement of services.

SALES QUOTE

T2 Systems Canada Inc.
 330-4321 Still Creek Drive
 Burnaby, BC V5C 6S7
 Phone: 1.888.687.6822
 Fax: 604.687.4329
 GST #: 86910 7094 RT0001
 US Tax ID #: 98-0603996

Sales Quote No.: 40567
 Sales Quote Date: April 27, 2016
 Location Code: MAIN WHSE



CONFIDENTIAL

Page: 1

Bill To:

City of Hollywood
 2600 Hollywood Blvd.
 PO Box 229045
 Hollywood, FL 33022
 USA
 Tamikia Bacon
 954.921.3535
 tbacon@hollywoodfl.org

Sell To:

City of Hollywood
 2600 Hollywood Blvd.
 PO Box 229045
 Hollywood, FL 33022
 USA
 Tamikia Bacon
 954.921.3535
 tbacon@hollywoodfl.org

Ship To:

City of Hollywood
 2600 Hollywood Blvd.
 PO Box 229045
 Hollywood, FL 33022
 USA
 Tamikia Bacon
 954.921.3599
 tbacon@hollywoodfl.org

Bill-to Cust. ID: 2410	Ship Advice: Complete
Sell-to Cust. ID: 2410	Ship Via: Ground
End User:	Ship To EIN No.: 56-6000338
Sell To EIN No.: 56-6000338	Freight Terms: FOB – Vendor, Prepay & Add
Payment Terms: Net 30	Account Managers: Aimee Cook/Alex Tallentire
Sales Phone: 888.687.6822 x6009	Sales Code:
Sales E-mail: aimee.cook@t2systems.com	Requested By:
P.O. No.:	Outside Sales (NCM): LP
Ref. No.:	Inside Sales (NCM): ANGIEL
Digital Iris/EMS Cust. Name:	

Item No.	Description	Unit	Qty.	Unit Price	Total Price
100.0054	Installation provided by Parker Systems	Each	108	265.00	28,620.00

Amount Subject to Sales Tax	Amount not Subject to Sales Tax
0.00	28,620.00

Subtotal:	28,620.00
Total Tax:	0.00
USD Total:	28,620.00

Quote is valid for 90 days from Quote date.

Terms and Conditions of Sale are available at <http://www.digitalpaytech.com/terms>

Please note that if sales taxes are not charged, if applicable, taxes should be self-assessed and remitted to the appropriate tax authorities.

Quote Acceptance:	PO#	PO Date	Print Name	Authorized Signatory	Title
.....

Thank you for your business!

Fax Back to: 604.687.4329

SALES QUOTE

T2 Systems Canada Inc.
330-4321 Still Creek Drive
Burnaby, BC V5C 6S7
Phone: 1.888.687.6822
Fax: 604.687.4329
GST #: 86910 7094 RT0001
US Tax ID #: 98-0603996

Sales Quote No.: 38950
Sales Quote Date: April 27, 2016
Location Code: MAIN WHSE



CONFIDENTIAL

Page: 1

Bill To:

City of Hollywood
2600 Hollywood Blvd.
PO Box 229045
Hollywood, FL 33022
USA
Tamikia Bacon
954.921.3535
tbacon@hollywoodfl.org

Sell To:

City of Hollywood
2600 Hollywood Blvd.
PO Box 229045
Hollywood, FL 33022
USA
Tamikia Bacon
954.921.3535
tbacon@hollywoodfl.org

Ship To:

City of Hollywood, FL
Office of Parking - Garfield Street Garage
2600 Hollywood Blvd.
West Annex Building
Hollywood, FL 33019
USA
Anthony DeRosa
945.921.3599
aderosa@hollywoodfl.org

Bill-to Cust. ID: 2410
Sell-to Cust. ID: 2410
End User:
Sell To EIN No.: 56-6000338
Payment Terms: Net 30
Sales Phone: 888.687.6822 x6009
Sales E-mail: aimee.cook@t2systems.com
P.O. No.:
Ref. No.:
Digital Iris/EMS Cust. Name:

Ship Advice: Complete
Ship Via: Ground
Ship To EIN No.: 59-6000338
Freight Terms: FOB - Vendor, Prepay & Add
Account Managers: Aimee Cook/Alex Tallentire
Sales Code:
Requested By:
Outside Sales (NCM): LP
Inside Sales (NCM): ANGIEL

Item No.	Description	Unit	Qty.	Unit Price	Total Price
800.1106	LUKE II Base Config CRS-L2	Each	108	3,563.99	384,910.92
880.4006	Printer 2in-L2	Each	108	484.14	52,287.12
880.4019	38-Key Keypad (V4)-L2	Each	108	115.00	12,420.00
880.4004	Coin Acceptor Escrow-L2	Each	108	714.31	77,145.48
880.4000	Bill Validator US 1000 Note-L2	Each	108	833.36	90,002.88
880.4001	Credit Card Reader-L2	Each	108	178.58	19,286.64
880.1031	P Labels-C Set of 2	Each	108		
880.4040	Coin Shutter-L2	Each	108	49.60	5,356.80
880.4047	Solar Panel 18W (Ant)-L2	Each	108	773.83	83,573.64
880.4024	GSM Modem	Each	108	236.12	25,500.96
460.0023	SIM Card-Digital Connect Digital Activation Fee 108 @\$30 less 100% discount	Each	108		
880.4028	Install Kit Multilingual Software	Each	108	117.07	12,643.56
880.4037	Lock- -L2 Collections (non-discountable)	Each	108	69.00	7,452.00
880.4035	Lock- L2 Maintenance (non-discountable)	Each	108	69.00	7,452.00
115.0163	Coin Canister Lock-L2	Each	108	124.00	13,392.00
115.0164	Bill Stacker Lock EMS CC Processing Set ups Included in base price	Each	108	124.00	13,392.00
880.0086	BOSS Software-C	Each	1		

Continued on page 2

804,816.00

SALES QUOTE

T2 Systems Canada Inc.
 330-4321 Still Creek Drive
 Burnaby, BC V5C 6S7
 Phone: 1.888.687.6822
 Fax: 604.687.4329
 GST #: 86910 7094 RT0001
 US Tax ID #: 98-0603996

Sales Quote No.: 38950
Sales Quote Date: April 27, 2016
Location Code: MAIN WHSE



CONFIDENTIAL

Page: 2

Bill To:

City of Hollywood
 2600 Hollywood Blvd.
 PO Box 229045
 Hollywood, FL 33022
 USA
 Tamikia Bacon
 954.921.3535
 tbacon@hollywoodfl.org

Sell To:

City of Hollywood
 2600 Hollywood Blvd.
 PO Box 229045
 Hollywood, FL 33022
 USA
 Tamikia Bacon
 954.921.3535
 tbacon@hollywoodfl.org

Ship To:

City of Hollywood, FL
 Office of Parking - Garfield Street Garage
 2600 Hollywood Blvd.
 West Annex Building
 Hollywood, FL 33019
 USA
 Anthony DeRosa
 945.921.3599
 aderosa@hollywoodfl.org

Item No.	Description	Unit	Qty.	Unit Price	Total Price
	Continued from page 1				804,816.00
880.1028	USB Data Key-C	Each	3		
	Shipping & Handling	Each	108	125.00	13,500.00
100.0002	Custom Cast Color	Each	108	175.00	18,900.00
	Per Unit				
	Extended Warranty				
	Year 1 and 2 no additional charge				

Amount Subject to	Amount not Subject to
Sales Tax	Sales Tax
0.00	837,216.00

Subtotal:	837,216.00
Total Tax:	0.00
USD Total:	837,216.00

Quote is valid for 90 days from Quote date.

Terms and Conditions of Sale are available at <http://www.digitalpaytech.com/terms>

Please note that if sales taxes are not charged, if applicable, taxes should be self-assessed and remitted to the appropriate tax authorities.

Quote Acceptance:	PO#	PO Date	Print Name	Authorized Signatory	Title
.....

Thank you for your business!

Fax Back to: 604.687.4329

SALES QUOTE

T2 Systems Canada Inc.
 330-4321 Still Creek Drive
 Burnaby, BC V5C 6S7
 Phone: 1.888.687.6822
 Fax: 604.687.4329
 GST #: 86910 7094 RT0001
 US Tax ID #: 98-0603996

Sales Quote No.: 38527
 Sales Quote Date: April 27, 2016
 Location Code: MAIN WHSE



CONFIDENTIAL

Page: 1

Bill To:

City of Hollywood
 2600 Hollywood Blvd.
 PO Box 229045
 Hollywood, FL 33022
 USA
 Tamikia Bacon
 954.921.3535
 tbacon@hollywoodfl.org

Sell To:

City of Hollywood
 2600 Hollywood Blvd.
 PO Box 229045
 Hollywood, FL 33022
 USA
 Tamikia Bacon
 954.921.3535
 tbacon@hollywoodfl.org

Ship To:

City of Hollywood
 300 Connecticut St.
 Hollywood, FL 33019
 USA
 Anthony Derousa
 945.921.3599
 aderosa@hollywoodfl.org

Bill-to Cust. ID: 2410
 Sell-to Cust. ID: 2410
 End User:
 Sell To EIN No.: 56-6000338
 Payment Terms: Net 30
 Sales Phone: 888.687.6822 x6009
 Sales E-mail: aimee.cook@t2systems.com
 P.O. No.:
 Ref. No.:
 Digital Iris/EMS Cust. Name:

Ship Advice: Complete
 Ship Via: Ground
 Ship To EIN No.: 59-6000338
 Freight Terms: FOB – Vendor, Prepay & Add
 Account Managers: Aimee Cook/Alex Tallentire
 Sales Code:
 Requested By:
 Outside Sales (NCM): LP
 Inside Sales (NCM): ANGIEL

Item No.	Description	Unit	Qty.	Unit Price	Total Price
110.0017	Controller V4-S/L2	Each	3	1,462.50	4,387.50
500.0131	Coin Acceptor-LR/L2	Each	3	294.75	884.25
521.0026	Bill Validator US-L2	Each	3	990.00	2,970.00
500.0115	Credit Card Reader-LR/L2	Each	3	249.75	749.25
115.0087	LCD Screen-L/LR/L2	Each	3	351.00	1,053.00
500.0065	Antenna Wireless-C	Each	5	49.50	247.50
500.0116	Thermal Printer 2in-L2	Each	3	639.00	1,917.00
605.0003	Battery 33Ah-C	Each	5	78.75	393.75
605.0004	Battery 18Ah-L/LR/L2	Each	5	65.00	325.00
630.0032	Keypad-AlphaNum 38 Key-L2	Each	3	157.50	472.50
115.0108	Coin Canister-L2	Each	50	124.00	6,200.00
115.0132	Bill Stacker 1000 Note-L2	Each	50	124.00	6,200.00

Shipping & Handling
 TBD at time of shipment

Installation not included in quote.

Shipping not included in quote.

Please review all details on this quote, including
 ship to address and EIN number.

If you would like to proceed with placing this
 order, please submit a matching signed quote
 to fax 604.687.4329.

Track lot occupancy and space availability in real

Continued on page 2

25,799.75

SALES QUOTE

T2 Systems Canada Inc.
 330-4321 Still Creek Drive
 Burnaby, BC V5C 6S7
 Phone: 1.888.687.6822
 Fax: 604.687.4329
 GST #: 86910 7094 RT0001
 US Tax ID #: 98-0603996

Sales Quote No.: 38527
Sales Quote Date: April 27, 2016
Location Code: MAIN WHSE



CONFIDENTIAL

Page: 2

Bill To:

City of Hollywood
 2600 Hollywood Blvd.
 PO Box 229045
 Hollywood, FL 33022
 USA
 Tamikia Bacon
 954.921.3535
 tbacon@hollywoodfl.org

Sell To:

City of Hollywood
 2600 Hollywood Blvd.
 PO Box 229045
 Hollywood, FL 33022
 USA
 Tamikia Bacon
 954.921.3535
 tbacon@hollywoodfl.org

Ship To:

City of Hollywood
 300 Connecticut St.
 Hollywood, FL 33019
 USA
 Anthony Derousa
 945.921.3599
 aderosa@hollywoodfl.org

Item No.	Description	Unit	Qty.	Unit Price	Total Price
	Continued from page 1				25,799.75
	time with T2's vehicle counting solution AutoCount				
	Ask your sales representative for details or visit				
	www.t2systems.com/solutions/vehicle-counting				

Amount Subject to Sales Tax	Amount not Subject to Sales Tax
0.00	25,799.75

Subtotal:	25,799.75
Total Tax:	0.00
USD Total:	25,799.75

Quote is valid for 90 days from Quote date.

Terms and Conditions of Sale are available at <http://www.digitalpaytech.com/terms>

Please note that if sales taxes are not charged, if applicable, taxes should be self-assessed and remitted to the appropriate tax authorities.

Quote Acceptance:	PO#	PO Date	Print Name	Authorized Signatory	Title
.....

Thank you for your business!

Fax Back to: 604.687.4329

RESOLUTION NO. R-2016-183

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AMENDING THE FISCAL YEAR 2016 ADOPTED OPERATING BUDGET (R-2015-294) AUTHORIZING BUDGETARY TRANSFERS AND ADJUSTMENTS, AND AMENDING THE APPROVED FISCAL YEAR 2016 CAPITAL IMPROVEMENT PROGRAM, AS DETAILED IN THE ATTACHED EXHIBIT 1, AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ATTACHED AGREEMENT AND EXECUTE THE ATTACHED BLANKET PURCHASE ORDER BETWEEN T2 SYSTEMS CANADA INC. AND THE CITY OF HOLLYWOOD FOR THE PURCHASE, INSTALLATION, EXTENDED WARRANTY, MAINTENANCE, AND WEB HOSTING SERVICES OF ONE HUNDRED AND EIGHT (108) LUKE 2 PAY BY PLATE MULTI SPACE PAY STATIONS PLUS ACCESSORIES AND SPARE PARTS IN AN ESTIMATED AMOUNT OF \$1,098,996.00.

WHEREAS, certain routine and periodic budgetary adjustments and transfers are appropriate and necessary; and

WHEREAS, the Fiscal Year 2016 Operating Budget was adopted and approved by the City Commission pursuant to Resolution R-2015-294 at the 2nd public budget hearing on September 28, 2015; and subsequently amended; and

WHEREAS, the Office of Parking Services requires the purchase, installation and maintenance of one hundred and eight (108) Luke 2 Pay By Plate Multi-space Pay Stations, accessories, spare parts, web hosting services and warranty to replace the current multi-space pay stations that are near the end of their useful life and too costly to repair and whose 2G modems are running intermittently, some of which will no longer be supported beginning June 30, 2016, and the remaining will no longer be supported by January 1, 2017; and

WHEREAS, the transferring of funding between line item accounts is needed to provide funding for the purchase of one hundred and eight (108) Luke 2 Pay By Plate Multi-space Pay Stations (\$837,216.00), installation services (\$28,620.00), paid in advance warranty services (\$129,600.00), accessories & spare parts (\$25,800.00), and web hosting services (\$77,760.00); and

WHEREAS, significant benefits in customer convenience, staff training, system maintenance, operational efficiencies and reduced inventory will be realized through the purchase of the Luke 2 Pay By Plate Multi-space Pay Stations; and

WHEREAS, Section 38.40 (C)(5) of the Purchasing Ordinance allows the Director to procure, without following formal procedures, all goods and services which are subject of contracts with the state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, provided however, the goods and services are: (i) the subject of a price schedule negotiated by the state or the United States government, or (ii) the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference; and

WHEREAS, the Office of Parking Services staff tested various multi-space pay stations available in the marketplace and selected the Luke 2 Pay By Plate Multi-Space Pay Stations available through the City of Miami Beach, Florida RFP-46-10/11 as awarded to Digital Payment Technologies Corp. on August 10, 2012, for a two (2) year period with the option to renew for an additional two (2) year period at the sole discretion and approval of the City of Miami Beach; and

WHEREAS, on July 3, 2014 the City of Miami Beach approved a two (2) year extension of the agreement with Digital Payment Technologies Corp. from August 10, 2014 through August 10, 2016; and

WHEREAS, in December 2014 Digital Payment Technologies Corp. was purchased by T2 Systems, Inc. (T2) and effective January 1, 2015, Digital Payment Technologies Corp., legally changed their company name and began conducting business as T2 Systems Canada, Inc.; and

WHEREAS, T2 Systems Canada Inc. has agreed to furnish the City of Hollywood with one hundred and eight (108) Luke 2 Pay By Plate Multi-space Pay Stations, accessories, spare parts, maintenance, web hosting services and warranty based upon the City of Miami Beach, Florida's contract pricing; and

WHEREAS, the Assistant City Manager of Sustainable Development and the Contracts Compliance Officer recommend that the City Commission approve the issuance of the attached blanket purchase order for the purchase, installation and warranty of one hundred and eight (108) Luke 2 Pay By Plate Multi-space Pay Stations, maintenance accessories, spare parts, web hosting services and warranty from T2 Systems Canada Inc. in an estimated amount of \$1,098,996.00; and

WHEREAS, the purchase and installation of the one hundred and eight (108) Luke 2 Pay By Plate Multi-space Pay Stations will cost approximately \$865,836.00; and

WHEREAS, On September 28, 2015, the City Commission adopted R-2015-295 which adopted the FY 16 Capital Improvement Plan and included a portion of

the funding for the purchase of one hundred and eight (108) Luke 2 Pay By Plate Multi-space Pay Stations and funds are available in account number 46.1100.16186.545.006453; and

WHEREAS, On November 18, 2015 the City Commission adopted R-2015-345 which continued the appropriation for previously approved Capital Projects from FY 15 to FY 16 and included partial funding for the purchase and installation of the one hundred and eight (108) Luke 2 Pay By Plate Multi-space Pay Stations and funds are available in the account numbers 46.1100.13186.545.006453, 46.1100.14186.545.006453, 46.1100.15186.545.006453 and the remaining funds will become available upon adoption of this Resolution that authorizes transfer of funding as set forth in Exhibit 1; and

WHEREAS, the one hundred and eight (108) Luke 2 Pay By Plate Multi-space Pay Stations will include a two (2) year warranty and the cost of the extended warranty option for service years 3, 4 and 5 is a total amount of \$129,600.00 which includes a discount of \$8,100.00 for paying in advance; and

WHEREAS, the funding for the option to purchase warranty years 3, 4 and 5 in advance will become available upon adoption of this Resolution that authorizes transfer of funding as set forth in Exhibit 1 to account number 46.1100.16186.545.006453; and

WHEREAS, the web hosting services is a recurring cost annually of approximately \$77,760.00; and

WHEREAS, the funding for the web hosting services for the Multi-space Pay Stations is available in the FY16 adopted operating budget in account number 46.1150.00224.545.003498 Other Contractual – Web Hosting and will be budgeted in subsequent fiscal years; and

WHEREAS, the cost of a one-time purchase of spare parts inventory for the Multi-space Pay Stations is \$25,800.00; and

WHEREAS, the funding for the spare parts inventory will become available upon adoption of this Resolution that authorizes transfer of funding as set forth in Exhibit 1 to account number 46.1150.00224.545.005214;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the Amendments to the Operating Budget and Capital Improvement Plan of the City of Hollywood for the Fiscal Year beginning October 1, 2015, as set forth in detail in Exhibit 1, attached hereto, and by this reference made a part hereof, are hereby approved, adopted and accepted as Amendments to the

Operating Budget and Capital Improvement Plan of the City of Hollywood Florida, for the Fiscal Year 2016.

Section 2: That it hereby approves and authorizes the execution, by the appropriate City Officials, of the attached blanket purchase order between T2 Systems Canada Inc. and the City of Hollywood, together with such non-material changes, if any, as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 3: That it hereby approves and authorizes the execution, by the appropriate City Officials, of the attached Digital Iris Customer Agreement between T2 Systems Canada Inc. and the City of Hollywood, together with such non-material changes, if any, as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 4: That this resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 15 day of June, 2016.




PETER BOBER, MAYOR

ATTEST:


PATRICIA A. CERNY, MMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Hollywood, Florida, only.



JEFFREY SHEFFEL, CITY ATTORNEY *du*



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

Jimmy L. Morales, City Manager
Tel: 305-673-7010, Fax: 305-673-7782

Submitted via E-mail to: david.hoyt@digitalpaytech.com

July 3, 2014

J. David Hoyt
Digital Payment Technologies Corp.
330-4260 Still Creek Drive
Burnaby, BC V5C6C

Subject: **RENEWAL OF AGREEMENT PURSUANT TO REQUEST FOR PROPOSALS
NO. RFP-46-10/11 PURCHASE AND INSTALLATION OF NEW MULTI-
SPACE PAY STATION FOR THE CITY'S ON-STREET AND OFF-STREET
PARKING LOCATIONS**

Dear Mr. Hoyt:

This letter shall serve as notification that the City has approved a two (2) year extension of the agreement with Digital Payment Technologies Corp., for the purchase and installation of new multi-space pay station for the City's on-street and off-street parking locations RFP. The Agreement shall now be effective through August 10, 2016.

Should you have any questions or need additional information please contact Kenneth Patterson at 305-673-7490; fax: 786-394-4010; or e-mail: kpatterson@miamibeachfl.gov.

Sincerely,



Jimmy L. Morales
City Manager

Condensed Title:

REQUEST APPROVAL TO EXERCISE TERM RENEWAL OPTIONS ON CONTRACTS FOR ROUTINE OPERATIONAL REQUIREMENTS

Key Intended Outcome Supported:

Strengthen Internal Controls; Maximize Efficient Delivery of Services

Supporting Data (Surveys, Environmental Scan, etc.):**Item Summary/Recommendation:**

As is customary, many of the City's agreements resulting from competitive solicitations include renewal clauses that allow for the extension of contract terms for a certain number of renewal periods beyond the original contract term, as may be stipulated in the solicitation or resulting contract. The renewal periods allow the City to continue to acquire the necessary goods and services from reputable contractors at prices established through competitive solicitations. In its due diligence process for consideration of contract renewal options, the Administration has considered: cost considerations, including any increases to the CPI-U index by the Bureau of Labor Statistics indicating changes in the supply market pricing conditions, contractor performance and risk management considerations (e.g., insurance and bonds, as applicable). Additionally, the contract renewals are applicable to the contract period only and do not alter other terms and conditions of the contract or the scope of the procurement. Any changes to the scope of the original contract shall be presented under a separate item individually or require a new procurement process altogether.

The purpose of this item is to request authority to renew the competitively solicited contracts for routine operational listed herein, as stipulated in each contract's solicitation. The justification for renewing each is included with the contract information.

RECOMMENDATION

The Administration recommends that the Mayor and City Commission authorize the City Manager to extend the agreements with Digital Payment Technologies Corporation and SP Plus Municipal Services, a division of Standard Parking Corporation, as authorized in the respective contracts.

Advisory Board Recommendation:**Financial Information:**

Source of Funds:		Amount	Account
	1	See below.	See below.
	2		
	3		
OBPI	Total		

Financial Impact Summary: Various budget codes are contained in the referenced contract expenditures. All expenditures are contingent upon approved budgeted funds being available.

City Clerk's Office Legislative Tracking:**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
AD	MT	JLM

T:\AGENDA\2014\April\APRIL 23 - PROCUREMENT\April Contract Renewal Summary.doc

Luke II meter cost based on City of Miami Beach Contract

	Meter Cost
Meter price per Miami Beach contract	\$7,452.00
Paint a color other than standard gray	\$175.00
Subtotal	<u>\$7,627.00</u>
Shipping per meter (approx. cost)	\$125.00
Subtotal Meter Cost per unit	<u>\$7,752.00</u>
	X 108
Total (to be billed by T2)	<u>\$837,216.00</u>
Installation cost per meter	\$265.00
	X 108
Total	<u>\$28,620.00</u>
(can be billed by Parker Systems directly or we can run through T2)	
Total cost of meters including installation	\$865,836.00
Warranty for 108 meters (108 X \$400 per year for years 3-5)	\$129,600.00
Spare Parts Inventory (one time purchase)	\$25,800.00
Total initial outlay for meters, warranty, spare parts inventory	\$1,021,236.00

Luke II Spare Parts Inventory

<u>Part Number</u>	<u>Description</u>	<u>Quantity</u>	<u>Price</u>	<u>Total</u>
110.0017	Controller	3	\$1,462.50	\$4,387.50
500.0131	Coin Acceptor (w/out escrow)	3	\$294.75	\$884.25
521.0026	US Bill Validator	3	\$990.00	\$2,970.00
500.0115	Credit Card Reader - L2	3	\$249.75	\$749.25
115.0087	LCD Display Color	3	\$351.00	\$1,053.00
500.0065	Communications Antenna	5	\$49.50	\$247.50
500.0116	Printer 2in	3	\$639.00	\$1,917.00
605.0003	33hr Battery-L2/L/S	5	\$78.75	\$393.75
605.0004	18hr Battery-L2	5	\$65.00	\$325.00
630.0032	Key Pad 38 Button	3	\$157.50	\$472.50
115.0163	Coin Canister	50	\$124.00	\$6,200.00
115.0164	Bill Stacker	50	\$124.00	\$6,200.00
				<hr/> \$25,799.75



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111		CONTACT NAME: PHONE (A/C, No., Ext): 415-391-2141 E-MAIL ADDRESS:		FAX (A/C, No.): 415-989-9923
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : StarNet Insurance Company		40045
		INSURER B : Berkley National Insurance Company		38911
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

INSURED T2SYSTE-01
T2 Systems, Inc.; T2 Holding Corp.,
T2 Systems Canada Inc., 1456744 Ontario Inc.,
Citation Collection Services
8900 Keystone Crossing, Suite 700
Indianapolis IN 46240

COVERAGES

CERTIFICATE NUMBER: 282467072

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		TCP700731110	10/31/2015	10/31/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			TCP700731110	10/31/2015	10/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		TWC700731310	10/31/2015	10/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Hollywood is included as Additional Insured with respect to general liability per attached form.

CERTIFICATE HOLDER

CANCELLATION

City of Hollywood 2600 Hollywood Blvd. Hollywood FL 33020	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Riley Egeland</i>
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXTENSION FOR TECHNOLOGY COMPANIES ENDORSEMENT

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement broadens coverage. The following schedule of coverage extensions is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement along with your entire policy carefully to determine the extent of coverage afforded.

SCHEDULE OF COVERAGE EXTENSIONS

A.	Additional Insured - Lessors of Leased Equipment	J.	Good Samaritan Services
B.	Additional Insured - Owners, Managers or Lessors of Premises	K.	Duties in the Event of Occurrence, Office, Claim or Suit
C.	Additional Insured - Vendors	L.	Expected or Intended Injury or Damage (Property Damage)
D.	Additional Insured - Written Contract or Agreement	M.	Medical Payments
E.	Aggregate Limit Per Location	N.	Non-owned Aircraft
F.	Amateur Athletic Participants	O.	Non-owned Watercraft
G.	Bodily Injury Definition	P.	Newly Acquired or Formed Organizations
H.	Broadened Named Insured	Q.	Supplementary Payments
I.	Damage to Property - Borrowed Equipment, Customer Goods, Use of Elevators	R.	Unintentional Omission
		S.	Waiver of Subrogation - Blanket

A. ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT

Under Section II - Who Is An Insured, the following is added:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed after the equipment lease expires.

B. ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES

Under Section II - Who Is An Insured, the following is added:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insured provided to such premises owner, manager or lessor does not apply to:

1. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises;
or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

C. ADDITIONAL INSURED VENDORS

Under Section II - Who Is An Insured, the following is added:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Arises out of "your products" which are distributed or sold in the regular course of such vendors business.

The insurance provided to such vendor is subject to the following provisions:

1. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
2. The insurance provided to such vendor does not apply to:
 - a. Any express warranty not authorized by you;
 - b. Any change in "your products" made by such vendor;
 - c. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of part under instructions from the manufacturer, and then repackaged in the original container;
 - d. Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - e. Demonstration, installation, servicing or repair operations, excepts such operations performed at such vendors premises in connection with the sale of "your products; or
 - f. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

1. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
2. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

D. ADDITIONAL INSURED - WRITTEN CONTRACT OR AGREEMENT

Under Section II - Who Is An Insured, the following is added:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Is caused, in whole or in part, by your acts or missions in performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

E. AGGREGATE LIMIT PER LOCATION

1. Under Section III - Limits Of Insurance, the following is added:

The General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.

2. Under Section V - Definitions, the following is added:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

F. AMATEUR ATHLETIC PARTICIPANTS

Under Section II - Who Is An Insured, the following is added:

Any person representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:

1. "Bodily injury" to:
 - a. A co-participant, your "employee" or "volunteer worker" while participating in amateur athletic activities that you sponsor; or
 - b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or any "executive officer" (if you are an organization other than a partnership, joint venture, or limited liability company); or
2. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:
 - a. A co-participant, your "employee" or "volunteer worker"; or
 - b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or any "executive officer" (if you are an organization other than a partnership, joint venture, or limited liability company); or

G. BODILY INJURY

Under Section V - Definitions, the definition of "bodily injury" is deleted and replaced by the following:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

H. BROADENED NAMED INSURED

Under Section II - Who Is Insured, the following is added:

Any person or organization named in the Declarations and any organization which is a legally incorporated entity over which you maintain ownership or majority interest on the effective date of this Coverage Part will be a Named Insured until the 180th day after which you acquire or form the organization or the end of the policy period, whichever comes first, unless reported in writing to us within the 180 days.

Coverage under this provision does not apply to any person or organization for which coverage is excluded by endorsement.

I. BROADENED PROPERTY DAMAGE - BORROWED EQUIPMENT, CUSTOMERS GOODS AND USE OF ELEVATORS

The insurance for "property damage" liability is subject to the following:

1. Under Section 1 - Coverages, Coverage A., Bodily Injury and Property Damage Liability, paragraph 2., Exclusions, item j., Damage To Property is amended as follows:

- a. The exclusion for personal property in the care, custody or control of the insured does not apply to "property damage" to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.
- b. The exclusions for:
 - (i) Property loaned to you;
 - (ii) Personal property in the care, custody or control of the insured; and
 - (iii) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it

do not apply to "property damage" to "customers goods" while on your premises nor do they apply to "property damage" arising from the use of elevators at premises you own, rent, lease or occupy.

Subject to the Each Occurrence Limit, the most we will pay for "property damage" to "customers" goods" is \$25,000 per "occurrence".

2. Under Section V - Definitions, the following is added:

"Customers" goods" means goods of your customer on your premises for the purpose of being:

- a. Repaired; or
 - b. Used in your manufacturing process.
3. Under Section IV - Commercial General Liability Conditions, the insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance Excess Insurance provisions.

J. GOOD SAMARITAN SERVICES

1. Under Section II - Who Is Insured, paragraph 2., item d., the following is added:

This exclusion does not apply to your employees or volunteer workers, other than an employed or volunteer physician, rendering "Good Samaritan services".

2. Under Section V - Definitions, the following definition is added:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

K. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, paragraph 2., Duties In The Event Of Occurrence, Claim or Suit, is amended to include the following:

1. The requirements that you must:
 - a. notify us of an "occurrence" offense, claim or "suit"; and
 - b. send us documents concerning a claim or "suit" apply only when such "accident" claim, "suit" or "loss" is known to:
 - (i) You, if you are an individual;
 - (ii) A partner, if you are a partnership;
 - (iii) An executive officer of the corporation or insurance manager, if you are a corporation; or
 - (iv) A manager, if you are a limited liability company.
2. The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report an "occurrence" to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular "occurrence" is a liability claim rather than a workers compensation claim, you must comply with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition.

L. EXPECTED OR INTENDED INJURY OR DAMAGE (PROPERTY DAMAGE)

Under Section I - Coverages, Coverage A, Bodily Injury And Property Damage Liability paragraph 2., Exclusions, item a., Expected Or Intended Injury, is deleted and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

M. MEDICAL PAYMENTS

1. Under Section I - Coverages, Coverage C, Medical Payments, paragraph 1., Insuring Agreement, the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.
2. The Medical Expense Limit is \$10,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.
3. This provision M. does not apply if Coverage C, Medical Payments, is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

N. NON-OWNED AIRCRAFT

1. Under Section I - Coverages, Coverage A, Bodily Injury and Property Damage Liability, item 2., Exclusions, item g., Aircraft, Auto Or Watercraft, does not apply to an aircraft that is:
 - a. Hired, chartered or loaned with a paid crew; and
 - b. Not owned by any insured.
2. The insurance afforded by this provision N. is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the Commercial General Liability Conditions.

O. NON-OWNED WATERCRAFT

1. Under Section II - Who Is Insured, is amended as follows:

To include as an insured for any watercraft that is covered by this policy, any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft. However, no person or organization is an insured with respect to:

 - a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
 - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
2. In the exception to the Aircraft, Auto Or Watercraft exclusion under Coverage A Bodily Injury And Property Damage Liability, the limitation on the length of a watercraft is increased to 75 feet.
3. The insurance afforded by this provision O. is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the Commercial General Liability Conditions.

P. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Under Section II - Who Is An Insured, item 3., a., is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the end of the current policy period.

Q. SUPPLEMENTARY PAYMENTS

Under Section I - Coverages, Supplementary Payments Coverages A and B is amended as follows:

1. The limit for the cost of bail bonds is amended to \$2,500; and
2. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

R. UNINTENTIONAL OMISSION

Under Section IV - Commercial General Liability Conditions, paragraph 6., Representations, the following is added:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. WAIVER OF SUBROGATION - BLANKET

Under Section IV - Commercial General Liability Conditions, paragraph 8., Transfer of Rights of Recovery Against Others to Us the following is added:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

REQUEST FOR PROPOSALS

FOR THE PURCHASE AND INSTALLATION OF NEW MULTI-SPACE PAY STATIONS FOR THE CITY'S ON- STREET AND OFF-STREET PARKING LOCATIONS

RFP # 46-10/11

PROPOSAL DUE DATE: October 24, 2011 at 3:00 PM

PAMELA LEJA-KATSARIS, CPPO , CPPB
CITY HALL
PROCUREMENT DIVISION
1700 Convention Center Drive, Miami Beach, FL 33139

Phone: 305.673.7490
Fax: 786.394.4006



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION

Tel: 305-673-7490, Fax: 786-394-4006

PUBLIC NOTICE

REQUEST FOR PROPOSALS (RFP) NO 46-10/11 FOR THE PURCHASE AND INSTALLATION OF NEW MULTI-SPACE PAY STATIONS FOR THE CITY'S ON-STREET AND OFF-STREET PARKING LOCATIONS

Scope of Services

The City of Miami Beach is seeking proposals from qualified vendors for the purchase and installation of up to 750 new multi-space pay stations for its on-street and off-street parking locations in accordance with the Request for Proposals (RFP). The City currently has 500+ multi-space pay stations throughout the City and is looking to replace its existing equipment as well expand the installation of pay stations throughout Middle and North Beach. Purchase and installation is anticipated to occur after January 1, 2012.

The City reserves the right to award and contract with up to two (2) vendors and may purchase any number of units, including either all; none, or combination from either vendor. The City reserves the right to increase or decrease the number of units purchased from either one or both vendors. The City intends to enter into an agreement for a five (5) year period.

Sealed Proposals will be received until 3:00 PM on October 24, 2011 at the following address:
City of Miami Beach, City Hall; Procurement Division - Third Floor; 1700 Convention Center Drive; Miami Beach, Florida 33139

ANY PROPOSAL RECEIVED AFTER 3:00 PM ON OCTOBER 24, 2011 WILL BE RETURNED TO THE PROPOSER UNOPENED. THE RESPONSIBILITY FOR SUBMITTING PROPOSALS BEFORE THE STATED TIME AND DATE IS SOLELY THE RESPONSIBILITY OF THE PROPOSER.

The City will not be responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

A Pre-Proposal Submission Meeting is scheduled for September 30, 2011, at 10:00 a.m. at the following address: City of Miami Beach, City Hall – Fourth Floor; 1700 Convention Center Drive; Mayor's Conference Room; Miami Beach, Florida 33139

Attendance (in person or via telephone) to this Pre-Proposal Submission Meeting is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1.877.491.3509 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 9020453# (note that number is followed by the pound (#) key).

Proposers who are interested in participating via telephone, please send an e-mail to Pamela Leja-Katsaris at: pamelaleja@miamibeachfl.gov expressing your intent to participate via telephone at least one business day in advance of the meeting.

The City of Miami Beach is using BidSync, a central notification system which provides bid notification services to interested vendors. BidSync allows for vendors to register online and receive notification of new bids, amendments and awards. Vendors with Internet access should review the registration options at the following website: www.bidsync.com. If you do not have Internet access, please call the BidSync's vendor support group at 801-765-9245.

The City of Miami Beach also utilizes **BidNet** for automatic notification of bid opportunities and document fulfillment. This system allows for vendors to register online and receive notification of new bids, amendments and awards. Vendors with Internet access should review the registration options at the following website: www.govbids.com/scripts/southflorida/public/home1.asp. If you do not have Internet access, please call the **BidNet** support group at 800-677-1997 extension # 214.

The City of Miami Beach reserves the right to accept any proposal deemed to be in the best interest of the City of Miami Beach, or waive any informality in any proposal. The City of Miami Beach may also reject any and all proposals.

YOU ARE HEREBY ADVISED THAT THIS REQUEST FOR PROPOSALS IS SUBJECT TO THE FOLLOWING ORDINANCES/RESOLUTIONS, WHICH MAY BE FOUND ON THE CITY OF MIAMI BEACH WEBSITE: <http://web.miamibeachfl.gov/procurement>

- CONE OF SILENCE -- ORDINANCE NO. 2002-3378
- CAMPAIGN CONTRIBUTIONS BY VENDORS ORDINANCE NO. 2003-3389.
- CODE OF BUSINESS ETHICS -- RESOLUTION NO. 2000-23879.
- DEBARMENT PROCEEDINGS -- ORDINANCE NO. 2000-3234.
- PROTEST PROCEDURES -- ORDINANCE NO. 2002-3344.
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES -- ORDINANCE NO. 2002-3363
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS - ORDINANCE NO. 2005-3494
- LIVING WAGE REQUIREMENT --ORDINANCE NO. 2010-3682

Sincerely,



Gus Lopez, CPPO
Procurement Director



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT Division

Tel: 305.673.7490 Fax: 786-394-4006

RFP No. 46-10/11

NOTICE TO PROSPECTIVE PROPOSERS

If not submitting a Proposal at this time, please detach this sheet from the RFP documents, complete the information requested, and return to the address listed above.

NO PROPOSAL SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

_____ Our Company does not handle this type of product/service.

_____ We cannot provide the services requested in the scope of services.

_____ Our Company is simply not interested in bidding at this time.

_____ Due to prior commitments, I was unable to submit a proposal.

_____ OTHER. (Please specify) _____

We do_____ do not_____ want to be retained on your mailing list for future Request for Proposals (RFPs) for similar services outlined in this RFP.

Signature: _____

Title: _____

Company: _____

Note: Failure to respond, either by submitting a Proposal or this completed form, may result in your company being removed from the City's bid list.



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DIVISION
Tel: 305-673-7490, Fax: 786-394-4006

TABLE OF CONTENTS

	<u>PAGE</u>
I. OVERVIEW AND PROPOSAL PROCEDURES	6-13
II. SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS/ MINIMUM REQUIREMENTS	14-33
III. PRICE PROPOSAL FORM	34
IV. PROPOSAL FORMAT	35-36
V. EVALUATION/SELECTION PROCESS/ CRITERIA FOR EVALUATION	37
VI. SPECIAL TERMS AND CONDITIONS- INSURANCE	38-39

PROPOSAL DOCUMENTS TO BE COMPLETED AND RETURNED TO CITY WITH PROPOSAL SUBMISSION

- All items outlined as required under Scope of Services / Technical Specifications (Section II); Price Proposal Form (Section III) And Proposal Format (Section IV)	
- Signed Insurance Checklist	39
- Proposer Information	40
- Acknowledgment of Addenda	41
- Declaration	42
- Sworn Statement/Section 287.133(3) (a), Florida Statutes - Public Entity Crimes	43-44
- Questionnaire	45-48
- Declaration: Nondiscrimination in Contracts and Benefits	51-53
- Reasonable Measures Application (If Applicable)	54
- Substantial Compliance (If Applicable)	56-58
- Living Wage Certification	60-61

DOCUMENTS TO BE COMPLETED BY CUSTOMERS OF THE RESPONDENTS

- Performance Evaluation Letters	62
- Performance Evaluation Survey	63

SECTION I - OVERVIEW AND PROPOSAL PROCEDURES:

A. INTRODUCTION / BACKGROUND

The City's Parking Department currently has 500 multi-space pay stations, in "pay and display" mode deployed throughout the City in on-street and off-street locations. Parkeon is the manufacturer of the current equipment (DG Classic and Strada models). These units were installed in 2004 and have served us well; however, the DG Classic is at the end of its product line and replacement parts are increasing difficult to attain. In fact, Parkeon no longer manufactures replacement parts or supports the DG Classic model. This places a significant strain in maintaining these units operational as replacement parts are only available through after market sources. Additionally, while Parkeon has provided software and communication upgrades for their Strada model, multi-space pay station technology has significantly advanced since 2004. There are a number of manufacturer's in the industry, including Parkeon, which provide multi-space pay stations with enhanced functionalities, including pay and display; pay by space; pay by cell; pay by license plate; and back of office functionalities. Therefore, it is both timely and reasonable for the City to issue a competitive process to evaluate these systems.

The Mayor and City Commission at its September 14, 2011 meeting, authorized the Administration to issue this RFP for the Purchase and Installation of New Multi-Space Pay Stations for the City's On-Street and Off-Street Parking Locations.

B. RFP TIMETABLE

The **anticipated schedule** for this RFP and contract approval is as follows:

RFP Issued	September 23, 2011
Pre-Proposal Submission Meeting	September 30, 2011 at 10:00 am
Deadline for receipt of questions	October 5, 2011
Deadline for receipt of Proposals	October 24, 2011 at 3:00 pm
Evaluation Committee meeting	November 2011
City Commission approval	December 2011
Contract negotiations	December 2011/January 2012
Contract Start Date	January 2012

C. PROPOSAL SUBMISSION

An original and ten (10) copies of complete Proposals must be received **no later than 3:00 pm on October 24, 2011**, at the following address:

City of Miami Beach
City Hall
Procurement Division -- Third Floor
1700 Convention Center Drive
Miami Beach, Florida 33139

The original and all copies must be submitted to the Procurement Division in a sealed envelope or container stating on the outside the Proposer's name, address, telephone number, RFP number and title, and due date. **No facsimile, electronic, or e-mail responses will be considered.**

The responsibility for submitting Proposals to the Procurement Division on or before the stated time and date will be solely and strictly that of the Proposer. The City will in no way be responsible for delays caused by the U.S. Post Office or caused by any other entity or by any other occurrence. Proposals received after the RFP due date and time will not be accepted and will not be considered.

D. REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS

The contract awarded pursuant to this RFP is subject to the City's Equal Benefits Ordinance (as adopted pursuant to Ordinance No. 2005-3494, and as codified in Section 373 of the City Code entitled, "Requirement for City Contractors to Provide Equal Benefits for Domestic Partners; and hereafter referred to as the "Ordinance").

The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

The City shall not enter into any contract unless the bidder certifies that such firm does not discriminate in the provision of Benefits between employees with Domestic Partners and employees with spouses and/or between the Domestic Partners and spouses of such employees. Contractors may also comply with the Ordinance by providing an employee with the Cash Equivalent of such Benefit or Benefits, if the City Manager or his designee determines that the Contractor has made reasonable yet unsuccessful effort to provide Equal Benefits. The Contractor shall complete and return the "Reasonable Measures Application" contained herein, and the Cash Equivalent proposed.

It is important to note that Contractors are considered in compliance if Contractor provides benefits neither to employees' spouses nor to employees' Domestic Partners.

Attached to this RFP are the following documents that need to be returned to the City with your Proposal, or if omitted as part of your Proposal submission, within five (5) calendar days after receipt of written request from the City:

- Declaration: Nondiscrimination in Contracts and Benefits Form
- Reasonable Measures Application Form
- Substantial Compliance Authorization Form

E. COMPLIANCE WITH CITY'S LIVING WAGE LAW

Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, Proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates based on the following three (3) year phase-in approach:

- Commencing with City fiscal year 2010-11 (October 1, 2010), the hourly living wage rate will be \$10.16/hr. with health benefits, and \$11.41/hr without benefits;
- Commencing with City fiscal year 2011-12 (October 1, 2011), the hourly living wage rate will be \$10.72/hr with health benefits, and \$12.17/hr without benefits; and
- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits, and \$12.92/hr without benefits.

For Proposers to comply with the new Living Wage requirements by choosing to pay the lower hourly rate, when a covered employer also provides health benefits, such health benefits shall consist of payment of at least 1.64 per hour toward the provision of a health benefits plan for covered employees and their dependents.

Proposers' failure to comply with this provision shall be deemed a material breach under this RFP, under which the City may, at its sole option, immediately deem said bidder/proposer as non-

responsive, and may further subject bidder/proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. The attached Living Wage Certification form must be executed and submitted as part of your bid/proposal, or if omitted, within five (5) calendar days upon receipt of request from the City.

F. PRE-PROPOSAL SUBMISSION MEETING

A Pre-Proposal Submission Meeting is scheduled for **September 30, 2011 at 10:00 am** at the following address:

City of Miami Beach; City Hall – 4th Floor
Mayor's Conference Room
1700 Convention Center Drive
Miami Beach, Florida 33139

Attendance (in person or via telephone) to this Pre-Proposal Submission Meeting is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1.877.491.3509 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 9020453# (note that number is followed by the pound (#) key).

Proposers, who are interested in participating via telephone, please send an e-mail to the contact person listed below, expressing your intent to participate via telephone.

G. CONTACT PERSON/ADDITIONAL INFORMATION/ADDENDA

The contact person for this RFP is Pamela Leja, Sr. Procurement Specialist, who may be reached by phone: 305-673-7490; fax 786-394-4006; or e-mail: PamelaLeja@miamibeachfl.gov. Communications between a Proposer, bidder, lobbyist, and/or consultant and the Procurement Director are **limited to matters of process or procedure**.

Requests for additional information or clarifications must be made **in writing** to the Procurement Division. Facsimile or e-mail requests are acceptable. Please send all questions to PamelaLeja@miamibeachfl.gov, with an e-mail copy to the City Clerk at RobertParcher@miamibeachfl.gov, no later than the date specified in the RFP timetable.

The Procurement Division will issue replies to inquiries and any other corrections or amendments, as it deems necessary, in written addenda issued prior to the deadline for responding to the RFP. Proposers should not rely on representations, statements, or explanations, other than those made in this RFP or in any written addendum to this RFP. **Proposers should verify with the Procurement Division prior to submitting a Proposal that all addenda have been received.**

Proposers are advised that oral communications between the Proposer, or their representatives, and the Mayor and City Commissioners and their respective staff, or members of the City's Administrative staff (including but not limited to the City Manager and his staff), or evaluation committee members, is prohibited.

H. MODIFICATION/WITHDRAWALS OF PROPOSALS

A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered.

Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date or after expiration of **120** calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date and letters of withdrawal received after contract award will not be considered.

I. RFP POSTPONEMENT/CANCELLATION/REJECTION

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, Proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in any Proposals received as a result of this RFP.

J. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of Proposals to the City, or any work performed in connection therewith, shall be the sole responsibility of the Proposer and shall not be reimbursed by the City.

K. EXCEPTIONS TO RFP

Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFP, and outline what alternative is being offered; which exceptions and alternatives shall be included and clearly delineated in Proposer's submittal response. The City, at its sole and absolute discretion, may accept or reject any or all exceptions. In cases in which exceptions are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFP which Proposer takes exception to (as said term and/or condition was originally set forth on the RFP).

L. SUNSHINE LAW

Proposers are hereby notified that all Proposals including, without limitation, any and all information and documentation submitted therewith, will be available for public inspection after opening of Proposals, in compliance with Chapter 286, Florida Statutes (the Florida "Government in the Sunshine Law").

M. NEGOTIATIONS

The City may award a contract on the basis of initial offers received, without discussion, or may require Proposers to give oral presentations based on their Proposals. The City reserves the right to enter into further negotiations with the top-ranked Proposer, (following authorization of negotiations by the City). No Proposer shall have any rights in the subject project or property or against the City arising from such negotiations. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the top-ranked and/or successful Proposer, in the event the parties are unable to negotiate a contract.

N. PROTEST PROCEDURE

Proposers that are not selected may protest any recommendation for selection of award in accordance with the proceedings established pursuant to the City's bid protest procedures (Ordinance No. 2002-3344), as codified in Sections 2-370 and 2-371 of the City Code. **Protest(s) not timely made pursuant to the requirements of Ordinance No. 2002-3344 shall be barred.**

O. OBSERVANCE OF LAWS

Proposers are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the services and/or project contemplated by this RFP (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.

P. DEFAULT

Failure or refusal of the successful Proposer to execute a contract following award by the City Commission, or untimely withdrawal of a Proposal before such award is made and approved, may result in forfeiture of that portion of any surety required as liquidated damages to the City. Where surety is not required, such failure may result in a claim for damages by the City and may be grounds for removing the Proposer from the City's vendor list.

Q. CONFLICT OF INTEREST

All Proposers must disclose, within their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

R. COMPLIANCE WITH THE CITY'S LOBBYIST LAWS

This RFP is subject to, and all Proposers are expected to be or become familiar with, all City lobbyist laws, as amended from time to time. Proposers shall ensure that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their Proposals, in the event of such non-compliance.

S. PROPOSER'S RESPONSIBILITY

Before submitting a Proposal, each Proposer shall be solely responsible for making any and all investigations and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such investigations and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

T. RELATIONSHIP TO THE CITY

It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

U. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for

public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

V. ASSIGNMENT

The successful consultant shall not enter into any sub contract, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its right, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the City. Any unauthorized assignment shall constitute a default by the successful consultant.

W. INDEMNIFICATION

The successful consultant shall be required to agree to indemnify and hold harmless the City of Miami Beach and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful consultant, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful consultant shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the City in the defense of such claims and losses, including appeals.

X. TERMINATION FOR DEFAULT

If through any cause within the reasonable control of the successful consultant, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, the City shall thereupon have the right to terminate the services then remaining to be performed by giving written notice to the successful consultant of such termination which shall become effective upon receipt by the successful consultant of the written termination notice.

In that event, the City shall compensate the successful consultant in accordance with the Agreement for all services performed by the consultant prior to termination, net of any costs incurred by the City as a consequence of the default.

Notwithstanding the above, the successful consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the consultant, and the City may reasonably withhold payments to the successful consultant for the purposes of set off until such time as the exact amount of damages due the City from the successful consultant is determined.

Y. TERMINATION FOR CONVENIENCE OF CITY

The City may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful consultant of such termination, which shall become effective thirty (30) days following receipt by consultant of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the Agreement is terminated by the City as provided in this section, the City shall compensate the

successful consultant in accordance with the Agreement for all services actually performed by the successful consultant and reasonable direct costs of successful consultant for assembling and delivering to City all documents. No compensation shall be due to the successful consultant for any profits that the successful consultant expected to earn on the balanced of the Agreement. Such payments shall be the total extent of the City's liability to the successful consultant upon a termination as provided for in this section.

Z. INSURANCE

Successful Consultant shall obtain, provide and maintain during the term of the Agreement the following types and amounts of insurance as indicated on the Insurance Checklist which shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+ VI or higher rating in the latest edition of AM Best's Insurance Guide. Name the City of Miami Beach as an additional insured on all liability policies required by this contract. When naming the City of Miami Beach as an additional insured onto your policies, the insurance firms hereby agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments. **Any exceptions** to these requirements must be approved by the City's Risk Management Department.

FAILURE TO PROCURE INSURANCE:

Successful consultant's failure to procure or maintain required insurance program shall constitute a material breach of Agreement under which City may immediately terminate the proposed Agreement.

AA. CONE OF SILENCE

Proposers are hereby advised that this RFP is subject to the City's Cone of Silence requirements, as set forth in Section 2-486 of the City Code.

BB. DEBARMENT ORDINANCE

Proposers are hereby advised that this RFP is subject to the City's Debarment Ordinance (Ordinance No. 200-3234), as codified in Section 2-397 through 2-406 of the City Code.

CC. COMPLIANCE WITH THE CITY'S CAMPAIGN FINANCE REFORM LAWS

This RFP is subject to, and all Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code, as amended from time to time. Proposers shall insure that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

DD. CODE OF BUSINESS ETHICS

Pursuant to City Resolution No.2000-23879 each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its bid/response or within five (5) days upon receipt of request.

The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

EE. AMERICAN WITH DISABILITIES ACT (ADA)

Call 305-673-7490/VOICE to request material in accessible format; sign language interpreters (five days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please the Public Works Department, at 305-673-7080.

FF. ACCEPTANCE OF GIFTS, FAVORS, SERVICES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

SECTION II -- SCOPE OF SERVICES

The City is seeking proposals from qualified vendors for the purchase and installation of up to 750 new multi-space pay stations for its on-street and off-street parking locations in accordance with the Request for Proposals (RFP). The City currently has 500+ multi-space pay stations throughout the City and is looking to replace its existing equipment as well expand the installation of pay stations throughout Middle and North Beach. Purchase and installation is anticipated to occur after January 1, 2012.

The City reserves the right to award and contract with up to two (2) vendors and may purchase any number of units, including either all; none, or combination from either vendor. The City reserves the right to increase or decrease the number of units purchased from either one or both vendors. The City intends to enter into an agreement for a five (5) year period.

The City intends to provide the residents, tourists, and patrons of the City with the latest state-of-the art technology in multi-space pay stations. We are looking for innovative parking pay stations that are fully functional in a tropical climate with high humidity; in close proximity to the ocean and its elements; and durable in storm conditions, including hurricanes.

The multi-space pay stations must also be compatible with pay-by-phone technology. Specifications for the integration of pay-by-phone, should it be required, must be available either through the firm or under separate agreement with a third party vendor. This shall be selected at the City's sole and absolute discretion.

TECHNICAL SPECIFICATIONS - VENDORS SHOULD RESPOND TO ALL ITEMS LISTED IN THE TECHNICAL SPECIFICATIONS RESPONSE SUBMITTAL

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.

EQUIPMENT WARRANTY / EXTENDED MAINTENANCE

Vendor shall include a two-year initial warranty on parts and materials, labor and incidentals. Vendor shall also include pricing for the City's option to purchase up to five additional years (years 3 through 7) of extended on-site maintenance/software support and updates, which will be applicable after the expiration of the initial two year warranty. The City will consider the cost of extended maintenance as a part of the total cost of acquisition of the proposed system.

The City's Parking Services will be the first line of maintenance to repair, replace or investigate concerns with the pay stations. If Parking Services is unable to correct the problem, the vendor shall provide on-site services within twenty-four (24) hours of being informed.

Proposer 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 vendor shall provide the City with three sets of printed hardware and software documentation; manuals; and parts price list with system delivery.

SPECIFICATION REQUIREMENTS COMPLIANCE

Complies With Specification Requirements

A. GENERAL

1. Respondent shall use a local distributor to provide support for initial installation, training, parts, and warranty service. "Local" is defined as close enough to the City of Miami Beach to provide twenty-four (24) hour responses to software and hardware requests. Travel shall be at no cost to the City.
2. Pay stations must remain fully functional in abnormal street conditions like excessive heat (Internal Operating Temperature of 0 °F to 140 °F), humidity, rain, hail, grime, vibrations, saltwater spray, etc.
3. All pay stations shall be constructed with new and unused, rugged materials and meet "Year 2011" compliance requirements.
4. Respondent explain preferably in a Visio Diagram, how its computer network processes the flow of magnetic stripe and microprocessor type smart card information from the pay stations to and from the bank or electronic financial transaction authorization network.

5. Respondent must be prepared to agree to a ninety (90) day trial period, commencing on the installation date, for each and every pay station. Units failing to perform as specified shall be replaced at no cost to the City.
6. Respondent must describe, in detail, all of the equipment you propose to use.

7. Respondents must also describe in detail your plan for pay station auditing and reconciliation procedures that track electronic revenues from the pay station to the financial clearinghouse. The clearinghouse system must conform to International Standards Organization (ISO) standards for authorization messages. The ISO standards, as amended from time to time, are deemed as being incorporated by reference herein. All electronic processing must utilize an SSL gateway, provide at a minimum 128 data encryption, and conform to all Visa, MasterCard, and American Express requirements.

8. Respondent must have a toll free support number for troubleshooting both software and hardware including a contact number for after hours troubleshooting.
9. Any software and hardware backups needed shall be available within twenty-four (24) hours.

10. The local distributor will supply a fully operational pay-station at the City's selected location. For newly installed units, the City reserves the right to install the base(s) or unit(s). The City will take possession of new units at the point of installation.

11. Pay stations must have the capability of being converted to pay-by-space; pay by license plate; and pay by mobile device (cellular telephone). Describe time frame and any costs to the City.

B. BASIC SYSTEM REQUIREMENT

1. Systems must be capable of functioning as a single unit or operate in a networked environment with the application and database installed on a server and controlled using back office software.

2. The software shall facilitate the management of communications, rates, maintenance, collections and audit functions, which can be communicated to the pay stations, remotely, using a back office computer.

3. Pay stations must be able to run off solar with standard locally procured batteries.

3a. What type of batteries are required for your product? _____

4. Vendor should specify pay station minimum transactions on back-up power, without error.

5. During power outages, all pay stations will operate in a stand-alone capacity and store accumulated data in memory.

6. A separate backup battery must be supplied to sustain the clock, calendar, audit information and RAM in the event of a main backup system failure or during battery replacement.

7. Pay stations shall have optional language capable of being programmed at the pay station.

8. The Respondent shall explain in detail the pay station's ability to perform in pay-by-space; pay by license plate; and pay by mobile device modes and provide information on paid and/or unpaid parking spaces by obtaining a listing from the pay station; a web-based program; or other options that are compatible with current devices used for parking enforcement.

9. Pay stations shall display specific 'out of order' conditions and should operate with the malfunctioning status, until serviced.

10. Pay stations shall have the ability to allow credit card transactions when communication is

offline. While communication capability is offline, the pay station will store all credit card information and process the transactions immediately after communication has been restored.

C. CUSTOMER OPERATION

1. The pay stations must operate with coins, bills, credit cards, and smart cards in a manner that allows customers to follow simple printed, digital and/or verbal instructions to complete the transaction quickly.
2. Instructions should tell the customer what to do first, and then lead them through the transaction in approximately 45 seconds. The last mandatory instruction for the pay-and-display mode shall be to advise the customer to display the receipt on the vehicle dashboard.

2a. Approx. how many seconds does your product take to perform this feature?

3. Explain the capability of the pay station to accept a "PIN" (personal identification number) number, if available, when using a "Debit" or "Credit" card, and if there is an additional configuration cost for this option, and if so, what that cost would be.

D. CURRENCY ACCEPTED

1. Pay stations must accept US currency in denominations of \$1, \$2, \$5, \$10, & \$20 bills, nickels, dimes, quarters, "SBA" and "Gold" dollar coins, magnetic striped credit cards with and without embedded Smart Card chips. Respondents are responsible to ensure system compatibility with current single space application for parking smart cards. All pay stations must be capable of upgrades with US currency modifications.

E. HOUSING AND PEDESTAL

1. Respondents shall state the specifications of the pedestals and housings, specifically including metal thickness, height, width and depth in inches and the weight in pounds of pay stations (with and without pedestals), tensile strength and gauge of metal. Respondents must provide a description of their product housing, including materials and thickness, and how the design secures the unit against attempted theft.

2. The Respondent shall provide all results of tests that have been performed to determine the durability of the cabinet, pedestal and any applicable finishes.

3. The Respondent shall Provide installation drawings and specifications.

4. Describe how locks (include types of locks available) can be integrated into each unit in the cash box access doors.

5. Describe how cash collections will be performed showing collection and mechanical access as separate areas and functions.

6. Confirm that the pay stations will meet the following Environmental standards:

1. Stainless Steel case	Y	_____	N	_____
2. Sealed to prevent internal moisture	Y	_____	N	_____
3. Silicone gaskets, if applicable, for solar panels	Y	_____	N	_____
4. All exposed and internal parts anti-corrosive	Y	_____	N	_____

7. Confirm that the entire pay station's internal parts and mechanism shall be enclosed in a stainless steel, durable, weather resistant housing constructed of corrosion and graffiti resistant non-brittle metal of such thickness as to resist tampering, graffiti or abuse.

8. Paint should be seal coated, high quality and weather resistant, and provide a tough, scratch-resistant and easily cleaned surface. Unit must also have a double zinc primer. Provide description of products to be used by Parking Maintenance personnel for preventive maintenance for corrosion of housing units, and mounting anchors and bolts.

9. Pay station apertures such as, but not limited to, the coin return, receipt dispenser and card reader must be designed and/or shielded to discourage vandalism, insertion of foreign material or other efforts to deliberately jam the unit.

10. Aperture design should prevent damage from the insertion of any type of commercially available pyrotechnic device.

11. Pay stations shall not allow any tampering with its internal functions, to prevent any time to be given in any manner, other than the insertion of a valid coin, bill, or card.

12. When installed, pay stations shall meet applicable ADA requirements. All coin and card aperture locations must be compatible with Americans with Disabilities Act (ADA) requirements - the centerline of controls shall be no more than 42 inches (1,065 mm) above the pedestrian access route.

13. Internal humidity should be controlled utilizing a fan or other proven means

13a. What means does your product provide for control of internal humidity?

-
-
-
14. The Housing shall have a door alarm sensor set to activate when the front door is opened 1/8" or more.
 15. Housing includes high security multi-point locking bar. Housing locks shall be high security locks keyed with a proprietary combination developed exclusively for the City of Miami Beach. All locks shall be high security locks with anti-drill protection
 16. Pay station housing should have separate compartments for maintenance and collections. Separate keys shall be available to prevent maintenance personnel from accessing the collection area and vice versa.
 17. There shall be no access to the money in the cash box when the upper or lower housing is opened for maintenance or collection.
 18. The vendor shall supply two (2) bill boxes and (2) coin boxes per unit

F. REVENUE COLLECTION CANISTERS

The following security measures, although not limited to, shall be included with each bill or coin box:

1. The collection boxes shall have a security locked keyed system separate from the pay station's other compartments.
2. The bill boxes shall be protected by a locking system only allowing access to the bills with the correct key.
3. The coin boxes shall be protected by a locking system only allowing access to the coins with the correct key.
4. The collection boxes shall have a handle for easy handling, shall be strong, lightweight and manageable.
5. A closed coin path shall direct coins to drop into a locked coin box.
6. The collector shall not have access to the coins in the coin box during the collection process.
7. The collector shall not have access to the bills in the bill box during the collection process.
8. Coin box should hold a minimum of \$600 worth of U.S. coins.
9. The bill boxes should have a maximum capacity of at least 500 bills.
 - 9a. What is the maximum capacity of the bill box? _____
10. Bill boxes must mechanically stack notes when accepted.
11. The removal of the bill stacker shall trigger the recording of an audit report specific to the bill collection.

12. Give description of available colors and materials used, including Materials Safety Data Sheets (MSDS).

13. Resistance to corrosion.

G. DISPLAY

1. Respondents describe the capabilities of the display screen used in your pay station.

2. Respondents explain language choices available for display must include but not limited to English, Spanish and French, and how language(s) are selected

3. Pay station displays shall be backlit.

4. The unit must have an LED screen with high-resolution display, which is easy to read in various lighting conditions including bright sunlight.

5. The screen must be protected by a security cover, vandal resistant, weather proof, and corrosion and graffiti resistant.

6. The screen should be modular and easily unplugged and replaced with basic tools for easy services.

7. Messages should be updateable through the supplied back office software and/or downloadable to individual or multiple units via two-way communication.

8. Pay station display should include time of day, increments of payment, amount entered and time purchased and an indication the time of day when the amount of time paid for will expire.

H. ELECTRICAL AND ELECTRONIC COMPONENTS

1. The sub-assemblies of the pay stations shall be modular in construction to provide easy servicing through on-site plug-in replacement of parts.

2. Respondents shall explain how unit components are protected from moisture, dust, lightning, saltwater, adverse weather, and other factors that might cause an operational failure of a component or the pay station.

3. All assemblies shall be electronically grounded and compliant with local codes for

electrical/electronic equipment.

4. All circuit boards and internal components are to be environmentally sealed, highly water-resistant and operate in conditions of over 95% humidity.
5. All electronic connection plugs should be physically differentiated and must only fit one way.

I. ALARM

1. Should have a minimum of 100-decibel local, Vibration/Tilt/Tamper alarm installed, with an alarm to P/C, and automatic alarm paging capabilities. The sensitivity of the alarm must be adjustable and all alarms must be transmitting via the back office software, email and/or automatic phone notification.
2. Respondents may describe other message capabilities that may be available on their product.

Pay stations shall be able to send alarm notifications via wireless for all of the following reasons, within 30 seconds of each occurrence:

3. Cash box status
4. Alarms (Vibration/Tilt)
5. Attempted theft of Machine
6. Machine out of order
7. Open door
8. Paper supply low/out
9. Low battery
10. Power failure
11. Card reader out of order
12. Coin chute jammed
13. Bill jam
14. Collection performed
15. Pay station must have built-in diagnostics software that records and stamps date and time of all operations events (warnings, pay stations failures, resets, low battery, maintenance functions, etc.) for reports to the communications center.

J. BILL ACCEPTOR

1. Pay stations shall accept any combination of the following denominations of currency: One, two, five, ten and twenty-dollar, as well as newly issued US Currency.
2. The bill denomination acceptance shall be programmable.
3. The bill acceptor will be capable of accepting new versions of U.S. bills through simple software updates.
4. It shall accept bills in any possible direction and be capable of recognizing counterfeit currency.

5. Counterfeiting detections shall be updated as required at no cost to the City.
6. Currency accepted by the pay station shall be stored in a locked mechanical stacker that is not accessible from the maintenance section of the pay station.
7. Pay station will transmit to the server via wireless transmittal methods every time collection boxes are removed.
8. The bill acceptor shall be easily removed for servicing or replacement.
9. It must also transmit all audit information via wireless, as well.

K. DEBIT/CREDIT CARD OPERATION

1. Respondents identify and itemize all supporting equipment to support in-house operation and maintenance of a credit/stored value card system.

Respondents must provide a card reader system:

2. That reads and accepts approved magnetic strip credit cards with and without embedded Smart Card chips.
3. Credit card transaction data shall be authorized, real-time and sent to a remote server for processing as per City of Miami Beach established communications media.
4. If operating in off-line mode, transactions may be considered based on software capabilities to set purchase limits.
5. Respondent shall also identify the ability to prepare and load lists of credit cards that the pay station will not accept "Black Lists" via City of Miami Beach established communications for use when the pay station communications are off-line and the credit card transactions are being stored for later processing.
6. Respondents must provide the number of cards that can be "black listed", and number of cards pay stations can store in memory.

of cards that can be 'Blacklisted' _____

of cards that can be stored in memory _____

L. CREDIT AND SMART CARD READER

1. If the card slot is jammed (inoperable), the pay station should still accept coins/bills-forms of payment.
2. Unit card readers shall be equipped with SAM's capable of accepting multiple smart card schemes, such as MasterCard, Visa, and American Express.
3. These programs will include the concept of cooperative use of cards among pay stations, and single space meters in City of Miami Beach.

M. COIN ACCEPTOR

1. The coin acceptor shall be electronically operated and shall register no less than 98 % of valid coins.
2. As each coin is inserted and passes through the coin acceptor, its value and time purchased is registered on the display. The pay station shall then record the transaction and secure all coins in a locked coin compartment constructed of a rigid material and located in an area separate from the mechanical components of the pay station.
3. Coin recognition shall include nickels, dimes, quarters, and dollar coins.
4. Rejected coins, foreign coins, slugs shall be immediately returned via the coin return outlet.
5. There shall be a prompt means to clear bent coins and counterfeit material that may jam the coin acceptor.
6. Coin acceptor must have an anti-pull back mechanical feature in coin chute.

Pay stations shall contain:

7. An automatic coin shutter, which will open for coin insertion, but not for plastic, wood, cloth, and all non-metal objects. The coin slot shall have means to prevent insertion of foreign objects.
8. The coin mechanism should be able to reject foreign coins and slugs.
9. Pay stations shall be able to accept at least four (4) different user defined coins through software parameter change only.
10. All coins shall be accepted through a single slot.
11. Removal, replacement, or repair of the coin slot should take less than two (2) minutes. The coin slot must meet all ADA requirements.
12. If the coin slot is jammed (inoperable), the pay station should still accept bills, credit or smart card forms of payment.

N. PRINTER AND RECEIPT PAPER

1. Pay station must utilize thermal or non-thermal printers (no ribbons) with limited moving parts and with immediate access for cleaning the paper path.
2. The printer shall be easily removed for servicing.
3. The printer and paper shall be non-proprietary and available at the City's discretion from an independent source.
4. Receipt paper shall be a continuous single roll or stack of direct paper
5. Receipts shall print within ten seconds and shall have a high degree of quality and legibility. They must remain legible after remaining inside a vehicle in direct sunlight and heat for 24 hours.
6. Respondents must state the approximate number of customer transactions per roll or stack of receipt paper. _____

7. Receipts shall be available with custom printing/graphics as designated by the City.

O. TRANSACTION STORAGE AND PROCESSING

1. All transactions shall be stored in a password protected secure database file format with authorized user import/export capability.
2. With a minimum of 128 encryption, respondents shall state any methods of encryption or other security measures taken to meet the minimum of 128 encryption.

3. Transactions shall be tracked and identified via sequentially numbered series.
4. Transactions, diagnostic data and security access exceptions shall be stored in separate and protected memory areas in nonvolatile memory. This data shall not be manipulated with system software.
5. System power loss shall not cause the loss of transaction history.
6. Transaction history shall include individual, hourly, daily and monthly transactional history reports.
7. Provide the ability to automate the transfer of meter revenue data to an external system. Create a CSV file of revenue data, summarized by pay station number, collection date and currency type (coins, bills, credit card, smart card, pay-by-mobile device, pay by license plate, etc.).
8. The system shall utilize a minimum of three transaction-processing modes, on-line, networked, and off-line.
9. All transactions reports with a parking smart card shall include the card number

P. REAL-TIME CLOCK

1. The pay station shall automatically adjust for daylight savings time according to Eastern Standard Time as of 2012.
2. The pay stations shall be equipped with a programmable time of day clock that is accurate to 30 seconds per month.
3. The clock shall operate continuously and shall also track the year, month, day, and day of the week.
4. The clock will remain operational during battery changes and power losses.

Q. POWER MANAGEMENT

1. Respondents shall state the following:

- Pay stations primarily run on solar power and solar power is used to charge the battery.
- Pay stations run primarily on solar power and the battery is the backup power source.
- The solar powered pay station must have the capability to complete at least two hundred (200) transactions per day without requirement to recharge the battery.

2. Respondents shall state battery configuration (type, size, voltage, location and number of batteries), normal battery field life and expected transactions when running on battery only.

TYPE _____

SIZE _____

VOLTAGE _____

LOCATION _____

NUMBER _____

R. REPORTS

1. Desktop reports shall be available to system managers by form fill queries or simple queries.
2. The reports software should provide report capability on all information gathered.

Report properties should be user definable. They should contain the following:

3. Cumulative totals of all cash and card transactions
4. Type, date, time and type of all alarms
5. Date and time of all maintenance transactions
6. Maintenance activity by location number
7. Maintenance activity and operational status
8. Maintenance activity by type
9. Date and time of collection
10. Pay station identification
11. Pay station location
12. Sequential collection number
13. Total amount of money in the collection
14. Total card usage
15. Total cash in bill container (real-time)
16. Total cash in coin container (real-time)
17. Revenue by location number
18. Revenue by collection area
19. Revenue by maintenance route
20. Total number of tickets issued
21. Total number, value, and type (credit card and/or stored value card) of card transactions.
22. User log on history and activities
23. Exception report for units not repaired

24. Operational status by unit
25. Daily collection report with location numbers and audit (real-time).
26. No transactions within a 24 hour period
27. Provide the ability to automate the transfer of pay station revenue data to an external system. Create a CSV file of revenue data, summarized by pay station number, collection date and currency type (coins, bills, credit card, smart card, pay by mobile device, pay by license plate, etc.).

S. COMMUNICATION/SYSTEM MANAGEMENT SOFTWARE (WIRELESS)

1. Respondents must describe, in detail, all of the equipment they propose to use and the security measures employed to protect data access and integrity.

2. Respondents shall explain, in detail, how their wireless two-way communication system works, including technical (components, frequency, etc) and practical (On-line, real time status) elements and identify all costs per pay station to the City.

3. Respondents shall explain average time of repair and audit transactions, under normal operating conditions, for both wireless, two-way and hand held communication.

4. Wireless two-way communication must be operable in the City's garages.
5. Pay stations shall be capable of wireless two-way communication to a remote communication center to transmit financial and activity reports and unit status.
6. The clearinghouse system must conform to International Standards Organization (ISO) standards for authorization messages.
7. Access to City of Miami Beach data shall be secured, at a minimum, by password protection and shall include multi-level access control.
8. The software must supply reports for revenue, maintenance, and/or space usage.
9. Cash box status (lower limit warning when coins reach a programmable amount and an upper limit warning when the pay station shuts down).

10. Alarms (attempted theft of pay station, pay station out of order, door open, out of paper, etc.).
11. Management data consisting of purchase of time (occupancy), time bought intervals (duration), type of transactions (coin and card with amounts paid), etc.

Pay station shall:

12. Record and store the number of valid coin, bill and card transactions and shall be accurate to 98% of actual deposits.
13. Transmit data to remote communication center cash box status management data (occupancy, duration, etc.).
14. Make multiple attempts if reception of the transmission is not confirmed by the communications center.

The communication center shall:

15. Make multiple attempts if card payment does not clear.
16. Transmit expired/invalid card lists to units via two-way communication.
17. The software will facilitate the management of communications, rates, maintenance, collections and audit functions.

T. SYSTEM MANAGEMENT SOFTWARE

1. State all Methods of Encryption and other software security features.

2. All credit card reports, from the back office software, should balance to the clearinghouse transaction reports daily.
3. Pay stations are fully programmable. Field programming is to be accomplished by City staff, using any of the following for all parameter changes:
 - Wireless two way transmission
 - Hand held, and laptop using Infrared, RF, or Bluetooth protocol
4. The System management software shall be configurable in a single-station and/or networked fashion.
5. It should be intuitive, convenient, and easy to use.
6. Data stored in the software package shall be designed to allow for the easy import and export of all necessary data to fully integrate the system into other data base systems.
7. These and all features of the software must be password controlled with access levels assigned by City of Miami Beach designated System Administrator.

The System Host/Desktop Management Software should:

8. Allow City to select options at the end of a rate period to include: allow/not allow purchase of time exceeding the shift/rate maximum, allow/not allow purchase of time elapsed at the end of a rate/shift period, allow/not allow user to purchase time through a specified shift down time at no charge, allow/not allow purchase of time through a closed day at no charge.
9. Allow the City to select the rate for each individual day and have the ability to designate a day closed, or "free parking" day.
10. Allow City to configure a secondary daily rate structure to be activated by a specified day.
11. Allow time to be purchased at a minimum of 15-minute blocks or by the minute.
12. Include at least six (6) rate tables for editing.
13. Include a minimum of three (3) shifts per rate table.
14. Rate tables allow City to select from the following options; select the time of day that each individual shift will begin, set the maximum amount of money that will be accepted in a given shift, set the expire time of a given shift, allow the purchase of multiple days, allow multiple day purchases to be either 24 hours from purchase date or 24 hours from expired time of a shift, allow for a period of time during a shift that the system will shut down, able to set a per minute rate, able to select the number of 15 minute blocks per hour and the rate to be charged for the 15 minute blocks, and is able to automatically print a receipt. The rate table must be capable of being adjusted remotely using the back office software.
15. Allow rates to be edited by the hour.
16. Allow a minimum time purchase to be set.
17. Configure length of time the audible alarm will sound.
18. Set the start of a day.
19. Allows for an option to print/not print receipts.
20. Set a maximum number of tickets to be sold in a day.
21. Set an amount that no bills above that amount will be accepted.
22. Set the maximum amount of money that will be accepted.
23. Select what to do during a printer error.
24. Set/modify credit card parameters to include: Enable/not enable credit cards, accept/not accept American Express, MasterCard and Visa, accept/not accept a credit card when off-line, set minimum/maximum credit amounts and set a default amount.
25. Vary rates by stall range.
26. Set an expiration window to show expired stalls or stalls about to expire, on enforcement reports.
27. Set an enforcement access code.

28. Set an inactivity time-out for the backlight.
29. Modify the printed receipts.
30. Set an "out of service" phone number.
31. Preset charge for special rates, which can be remotely updated by using the back office software.
32. Does not allow for user manipulation of audit historical data without an audit trail of manipulation.
33. All remote programming must be allowed using standard communication protocol.
34. Pay stations must have built-in diagnostic software that records dates and "time stamps" all operations events (unit failures, resets, low battery, etc) for reports to the command center.
35. Self-diagnostic mode should be interrupted if a higher priority task is queued (a customer at the unit paying for parking has the highest priority). Self-diagnostic results can optionally be sent to the communication center.
36. The system will report the status of each pay station to a central server indicating status and alarm conditions (maintenance needs and out-of-order conditions). The communications system shall also provide real-time notification of collections, maintenance, alarms, revenues, and individual patron transactions to the City of Miami Beach.
37. City of Miami Beach shall be able to modify rates and hours of operation via the communication software and upload this new configuration to individual pay stations or any combination of networked pay stations.

The system communications software should:

38. Be PCI compliant for transmission of Credit Card data and password protected
39. Accesses to vital communications areas are password protected.
40. Able to process all transactions, and backup, exception log, diagnostics.
41. Records security information to include: - Door open/door closed, "Cash container in", "cash container out". Date, time and pay station number is recorded with each entry.
42. Maintain a log of all transactional events. The log information includes: Individual purchases, receipt numbers generated, power outages, system restarts.
43. Communications software is able to receive processor configuration tables.
44. Communications software is able to set and send configuration tables and diagnostic levels.
45. Communications software is able to send a bad credit card file to update credit cards that are to be rejected.
46. Communications software is able to set the date and time.
47. Communications software is able to add time to a selected stall.

48. Communications software is able to check the status of a selected stall.
49. Communications software is able to view network status and indicate which terminals are currently on-line or off-line.
50. Communications software is able to remotely monitor the following areas, status, cash box, audit, power, and version.
51. Communications software is able to view the current audit totals and current grand totals to include: cash, credit, cash card and overpayment.
52. Communications software is able to view the current status of the Following items:
 - a. Bill Acceptor: "disabled", "jammed"/"not jammed"
 - b. Bill Stacker: "full"/"not full"
 - c. Coin Acceptor: "enabled"/"disabled" and "jammed"/"not jammed"
 - d. Card Reader: "present"/"not present"
 - e. Cash Container: "installed"/"not installed"
 - f. Door: "open"/"closed" (maintenance and Collection)
 - g. Lock: "open"/"closed" (maintenance and Collection)
 - h. Power status
53. Communications software is able to alert users to alarms via email, and back office software.

U. PRICE LIST/COMPONENTS

1. Respondents shall provide to the City of Miami Beach a schedule of individual component pricing, including a pricing discount on all maintenance and repair materials, parts and supplies, and a residual value on modular components returned for repair or remanufacture. This pricing is for all additional parts and components for future repairs, etc. – not components required for initial product offered, and is to be submitted for informational purposes only and will not be factored into award criteria cost considerations.

2. Respondents shall supply pricing for the purchase a single pay station to include all parts.

Respondents shall provide availability and pricing for additional parts and components three (3) years after the end of the warranty period.
3. Pay stations shall have internal components designed as interchangeable modular parts.
4. Respondents shall explain what tools, if any, are needed to replace modular components.

5. All replacement components shall be readily available from a local distributor. In the event that the local distributor is temporarily out of any component, additional components shall be available within twenty-four (24) hours. ____Y ____N
6.
 - a. Estimate costs to design, install, support and maintain a wireless infrastructure, if appropriate: _____
 - b. Identify who will provide local support of the wireless infrastructure:

 - c. What is the longest time to recover from network or hardware damage due to severe weather? _____

V. MAINTENANCE

1. Pay stations shall be constructed so that individual components can be easily removed and sub-assemblies be changed without major dismantling.
2. Respondent shall provide training on the procedures of changing and replacing of sub-assemblies.
3. Describe procedures of changing and replacing of sub-assemblies. Training that your company will provide at no additional charge:

4. Provide electronic copies of recommended maintenance procedures and supplies.
5. Respondent shall provide full training of software application and usage to City of Miami Beach Parking Department maintenance staff.
6. Modules shall be replaced with minimum use of tools.
7. Describe software application and usage training that your company will provide at no additional charge:

8. City personnel will perform all routine and daily maintenance on these pay stations. All product pricing will be based on that requirement.
9. The bidder shall supply complete replacement parts catalog showing exploded parts diagrams and pricing along with their bid. Items included in this contract and subsequent parts to accommodate new technology shall be included in the vendor's parts list.

W. DELIVERY AND INSTALLATION

1. Packaging and shipment shall be the responsibility of the manufacturer. Proposals shall include freight and be FOB destination. In the event that the delivery and/or installation of

units are not completed according to City of Miami Beach Parking Department specifications – and agreed upon schedule, City of Miami Beach Parking Department will impose liquidated damages in the amount of Five Hundred dollars (\$500) per unit per day. These charges are intended to act as an incentive for the vendor to perform in full compliance with the specifications. Acknowledgment and agreement is given by both parties that the amount herein is not intended to be, nor shall be deemed to be, in the nature of a penalty.

2. Delivery shall be made to a designated address, as designated by the City within sixty (60) calendar days following execution of the contract.
3. The successful Respondent shall complete installation within fifteen (15) days following delivery of the units or as specified by the City of Miami Beach Parking Department.
4. Respondents shall include a description of any pre-installation and/or installation work to be completed by City of Miami Beach Parking Department.

X. SYSTEM IMPLEMENTATION

1. The system shall include all hardware and software required for communicating with, programming or monitoring any of the supplied units. It is the Respondent's responsibility to incorporate all of the above and to establish the communications between the units and the communications center.
2. The wireless two-way communication system may be provided directly by the vendor or in partnership with a wireless system vendor. Respondents shall explain how the entire system will be deployed and who is responsible for maintaining the various components.

Y. TRAINING

The successful Respondent shall provide, at no additional charge, a minimum of eighty (80) hours of training at a designated City of Miami Beach Parking Department facility for each City employee to develop expertise in the maintenance and repair of their product, including, but not limited to:

1. Installation
2. Maintenance
3. Troubleshooting repairs
4. operations-programming, inventory
5. Collections
6. Respondents shall provide a thorough outline of the training content and provide a training schedule for both software and hardware. The schedule shall include periodic refresher training (continuing education) including, but not limited to, emphasis on particular areas of the City of Miami Beach Parking Department's choice and upgrades of software and/or hardware. All operating manuals that support installation, maintenance and user information complete with wiring diagrams and specifications shall be in English. This must be provided at no additional charge.

Z. WARRANTY

1. Respondents must guarantee, for a period of two (2) years from the date of installation, to repair and/or replace any part or modular component determined to be defective in material or workmanship under normal use and service at no additional cost to the City of Miami Beach. Respondent shall also be solely responsible for the cost of shipping and return shipping of warranty parts during the two (2) year warranty period. Respondents shall also provide the City of Miami Beach free of charge with any new software releases for a period of two (2) years.
2. The local distributor shall maintain an adequate supply of replacement components (e.g. cutters, card readers, etc) on site at the City of Miami Beach Parking Department meter maintenance shop. Payment and warranty provisions for replacement components shall apply from the date of installation of the module
3. The City of Miami Beach shall have the option of extending the warranty period within 90 days before the end of the existing warranty period.
4. The Respondent will provide quote for the extended warranty detailing the cost per pay station, period of coverage and what will be covered under the warranty and extended warranty.

AA. VARIANCES TO TECHNICAL SPECIFICATIONS LISTED ABOVE

Items not included in your proposal – Discuss / explain any requirements of the RFP that are not included in your proposal. – All items are to be explained here (To be indexed and submitted in the order listed)

Other Standards Used - List in detail, any additional standards and/or practices that you consider worthy of consideration. Indicate any additional features that your product has that may not be indicated above, or any additional enhancements to requirements we may have listed above (To be indexed and submitted in the order listed)

SECTION III. PRICE PROPOSAL FORM

PROPOSER NAME _____

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

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1.	Purchase and Install of Pay-and-Display Multi-space Pay Stations	\$ _____
2.	Purchase and Install of Pay-by-Space Multi-space Pay Stations	\$ _____
3.	Purchase and Install of Pay-by-License Plate Multi-space Pay Stations	\$ _____
4.	Pay Station Monthly Service Wireless (GPRS) Communication	\$ _____
5.	Pay Station Monthly Service WiFi Communication	\$ _____
6.	Year 3 - Extended On-site Maintenance	\$ _____
7.	Year 4 - Extended On-site Maintenance	\$ _____
8.	Year 5 - Extended On-site Maintenance	\$ _____
9.	Year 6 - Extended On-site Maintenance	\$ _____
10.	Year 7 - Extended On-site Maintenance	\$ _____

Add Alternate Bid:

The City has 500 Parkeon pay stations that accept coin, credit card, and bills. Please provide a bid, credit, or trade-in value per unit:

DG Classic: \$ _____

Strada: \$ _____

SECTION IV – PROPOSAL FORMAT

Proposals must contain the following documents, each fully completed and signed, as required. If any items are omitted, Proposers must submit the documentation within five (5) calendar days upon request from the City, or the Proposal shall be deemed non-responsive. **The City will not accept the proposed cost of services (fee) information after the deadline for receipt of Proposals.**

1. Table of Contents

Outline in sequential order the major areas of the Proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

2. Proposal Points to Address:

Proposers must respond to all minimum requirements listed below. Proposals which do not contain such documentation may be deemed non-responsive.

- a) **Introduction letter:** outlining the Proposer's professional specialization; provide past experience to support the qualifications of the Proposer.
- b) **Proposer's must provide documentation:** Proposer's shall submit such supporting documentation as they deem necessary to demonstrate the capability to provide and implement the services as outlined in this RFP.
- c) **Evidence of Financial Stability:** All Proposers must attach a financial statement, balance sheet or assurance that indicates the financial capacity and viability of the proposer. This statement should be certified by an appropriate corporate official or by an independent Certified Public Accountant.
- d) **References:** Provide a list of at least five (5) client references, that have provided services as outlined in this RFP, to include contact name, title, company, address, telephone number, e-mail address, and fax number.
- e) **Past Performance Client Survey Information:** Past performance information will be collected on all Proposers. Proposers are required to identify and submit their best projects. Proposers will be required to send out Performance Evaluation Surveys to each of their clients.

Please provide your client with the Performance Evaluation Letter and Survey attached herein, and request that your client submit the completed survey to Pamela Leja-Katsaris, Sr. Procurement Specialist, at (Fax) 786-394-4006 or (e-mail) pamelaleja@miamibeachfl.gov. **The City will not accept Client Surveys sent to the Procurement Division from the office of the Proposer. Surveys must be sent to the Procurement Division directly from your client's office(s).** Proposers are responsible for making sure their clients return the Performance Evaluation Surveys to the City. The City reserves the right to verify and successful Proposer any information submitted in this process. Such verification may include, but is not limited to, speaking with current and former clients, review of relevant client documentation, site-visitation, and other independent confirmation of data.

- f) **Methodology and Approach.** The Proposer must specifically describe its Proposal methodology and approach for completing the services required in the scope of work.
- g) **Cost Information:** Cost information must be submitted with Proposal. Notwithstanding any cost and/or revenue sharing Proposals submitted, the City reserves the right to further negotiate same with the successful Proposer.

3. **Acknowledgment of Addenda:**
(IF REQUIRED BY ADDENDUM) and Proposer Information forms.
4. **ANY other Documents and Documentation Required by this RFP**

SECTION V – EVALUATION/SELECTION PROCESS

After the City's Procurement Division receives responses from qualified Proposers, a determination will be made if the Proposals meet the minimum standards of responsiveness. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate the responsive proposals in accordance with the requirements of the RFP. If further information is desired, Proposers may be requested to make additional written submissions or oral presentations to the Evaluation Committee.

The Evaluation Committee will recommend to the City Manager the proposal(s) which the Evaluation Committee deems to be in the best interest of the City by using the following criteria for a total of 100 possible points

Experience and Past Performance	20 pts.
Quality and Capabilities of the Proposed Solution	30 pts
Technical Support	10 pts
Cost Effectiveness of Proposal	30 pts
Financial Stability	10 pts
Total:	100 pts

After considering the recommendation(s) of the Evaluation Committee, the City Manager shall recommend to the Mayor and Commission the Proposal or Proposals acceptance of which the City Manager deems to be in the best interest of the City.

The City Commission shall consider the City Manager's recommendation(s) as it deems appropriate and may: approve the City Manager's recommendation(s); make its own recommendation(s); reject all Proposals; or may prescribe such other action, as it deems necessary and in the best interest of the City.

Following recommendation of award by the City Commission, negotiations between the selected Proposers and the City Administration take place to arrive at a contract. If the Mayor and Commission has so directed, the City Manager may proceed to negotiate a contract with a Proposer other than the top-ranked Proposer if the negotiations with the top-ranked Proposer fail to produce a mutually acceptable contract within a reasonable period of time.

A proposed contract (or contracts) is presented to the Mayor and Commission for approval, modification and approval, or rejection.

If and when a contract (or contracts) acceptable to the respective parties is approved by the Mayor and Commission, the Mayor and City Clerk sign the contract(s) after the selected Proposer(s) has (or have) done so.

By submitting a Proposal, all Proposers shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

SECTION VI – SPECIAL TERMS AND CONDITIONS: INSURANCE

INSURANCE: The successful Proposer shall obtain, provide and maintain during the term of the contract the following types and amounts of insurance, which shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+ VI or higher rating in the latest edition of AM Best's Insurance Guide.

Commercial General Liability. A policy including, but not limited to, comprehensive general liability, including bodily injury, personal injury, property damage, in the amount of a combined single limit of not less than \$1,000,000. Coverage shall be provided on an occurrence basis. The City of Miami Beach must be named as certificate holder and additional insured on policy.

1. Workers' Compensation and Employer's Liability per the statutory limits of the state of Florida.
2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.

Worker's Compensation. A policy of Worker's Compensation and Employers Liability Insurance, in accordance with worker's compensation, laws as required per Florida Statutes.

Said policies of insurance shall be primary to and contributing with any other insurance maintained by Proposer or City, and shall name the City of Miami Beach, as an additional insured. No policy can be canceled without thirty (30) days prior written notice to the City.

The successful Proposer shall file and maintain certificates of all insurance policies with the City's Risk Management Department showing said policies to be in full force and effect at all times during the course of the contract. Such insurance shall be obtained from brokers of carriers authorized to transact insurance business in Florida and satisfactory to City.

Evidence of such insurance shall be submitted to and approved by City prior to commencement of any work or tenancy under the proposed contract.

If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancies of Proposer outside the proposed contract, Proposer shall give City prompt written notice of any incident, occurrence, claim settlement or judgment against such insurance which may diminish the protection such insurance affords the City. Proposer shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

FAILURE TO PROCURE INSURANCE: The successful Proposer's failure to procure or maintain required the insurance program shall constitute a material breach of the contract by which City may immediately terminate same.

INSURANCE CHECK LIST

- XXX 1. Workers' Compensation and Employer's Liability per the statutory limits of the state of Florida.
- XXX 2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- XXX 3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
- ____ 4. Excess Liability - \$____. 00 per occurrence to follow the primary coverages.
- XXX 5. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.
- ____ 6. Other Insurance as indicated:
- | | |
|--|------------|
| ____ Builders Risk completed value | \$____. 00 |
| ____ Liquor Liability | \$____. 00 |
| ____ Fire Legal Liability | \$____. 00 |
| ____ Protection and Indemnity | \$____. 00 |
| ____ Professional Liability | \$____. 00 |
| ____ Employee Dishonesty Bond | \$_____ |
| ____ Theft Covering Money and/or Property
Of Others | \$_____ |
- XXX 7. Thirty (30) days written cancellation notice required.
- XXX 8. Best's guide rating B+:VI or better, latest edition.
- XXX 9. The certificate must state the RFP number and title

PROPOSER AND INSURANCE AGENT STATEMENT:

We understand the Insurance Requirements of these specifications and that evidence of this insurance may be required within five (5) days after Proposal opening.

Proposer

Signature of Proposer

PROPOSER INFORMATION

Submitted by: _____

Proposer (Entity): _____

Signature: _____

Name (Printed: _____

Address: _____

City/State: _____

Telephone: _____

Fax: _____

E-mail: _____

Federal Tax ID# _____

It is understood and agreed by Proposer that the City reserves the right to reject any and all Proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the RFP or in the Proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a Proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any time until and unless a contract has been agreed to and signed by both parties.

For Proposer: (Authorized Signature)

(Date)

(Printed Name)

ACKNOWLEDGEMENT OF ADDENDA

Directions: Complete Part I or Part II, whichever applies.

Part I: Listed below are the dates of issue for each Addendum received in connection with this RFP # 46-10/11:

Addendum No. 1, Dated _____

Addendum No. 2, Dated _____

Addendum No. 3, Dated _____

Addendum No. 4, Dated _____

Addendum No. 5, Dated _____

Part II: _____ No addendum was received in connection with this RFP.

Verified with Procurement staff

Name of staff

Date

Proposer - Name

Date

Signature

DECLARATION

TO: City of Miami Beach
City Hall
1700 Convention Center Drive
Procurement Division
Miami Beach, Florida 33139

Submitted this _____ day of _____, 2011

The undersigned, as Proposer, declares that the only persons interested in this Proposal are named herein; that no other person has any interest in this responses or in the contract to which this response pertains; that this response is made without connection or arrangement with any other person; and that this response is in every respect fair and made in good faith, without collusion or fraud.

The Proposer agrees if this response is accepted, to execute an appropriate City of Miami Beach document for the purpose of establishing a formal contractual relationship between the Proposer and the City, for the performance of all requirements to which the response pertains.

The Proposer states that the response is based upon the documents identified by RFP No. 46-10/11.

WITNESS

PRINTED NAME

WITNESS

PRINTED NAME

PROPOSER SIGNATURE

PRINTED NAME

TITLE

**SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to _____
[print name of public entity]

By _____
[print individual's name and title]

For _____
[print name of entity submitting sworn statement]

Whose business address is _____

And (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the
Entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement: _____).

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes**, means:

- 1) A predecessor or successor of a person convicted of a public entity crime;
or
- 2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 3) I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in neither the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Sworn to and subscribed before me this day of _____, 2011

Personally known _____

OR Produced identification _____ Notary Public - State of _____

_____ My commission expires _____
(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)

QUESTIONNAIRE

Proposer's Name:

Principal Office Address:

Official Representative:

Individual

Partnership (Circle One)

Corporation

Limited Liability Company (LLC)

If a Corporation or Limited Liability Company (LLC), answer this:

When Incorporated:

In what State:

If a Foreign Corporation:

Date of Registration with

Florida Secretary of State:

Name of Resident Agent:

Address of Resident Agent:

President's Name:

Vice-President's Name:

Treasurer's Name:

Questionnaire (continued)

4

Members of Board of Directors:

If a Partnership:

Date of organization:

General or Limited Partnership*:

Name and Address of Each Partner:

NAME

ADDRESS

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

* Designate general partners in a Limited Partnership

1. Number of years of relevant experience in operating same or similar business: _____
2. Have any agreements held by Proposer for a project ever been canceled? Yes ()
No ()

If yes, give details on a separate sheet.
3. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible bidder/proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last 5 years?

If yes, please explain:

Questionnaire (continued)

4. Has the Proposer or any of its principals declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes () No ()

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary on a separate sheet.

5. Person or persons interested in this RFP and Qualification Form have () have not () been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words)

Explain any convictions:

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

- A. List all pending lawsuits:

- B. List all judgments from lawsuits in the last five (5) years:

- C. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

7. Conflicts of Interest. The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this Proposal: (If none, state same.)

8. Public Disclosure. In order to determine whether the members of the Evaluation Committee for this Request for Proposals have any association or relationships which would constitute a conflict of interest, either actual or perceived, with any Proposer and/or individuals and entities comprising or representing such Proposer and in an attempt to ensure full and complete disclosure regarding this contract, all Proposers are required to disclose all persons and entities who may be involved with this Proposal. This list shall include public relation firms, lawyers and lobbyists. The Procurement Division shall be notified in writing if any person or entity is added to this list after receipt of Proposals.

Questionnaire (continued)

The Proposer understands that information contained in this Questionnaire will be relied upon by the City in awarding the RFP, and such information is warranted by the Proposer to be true and accurate. The Proposer agrees to furnish such additional information, prior to acceptance of any Proposal, relating to the qualifications of the Proposer, as may be requested by the City Manager. The Proposer further understands that the information contained in this Questionnaire may be confirmed through a background investigation conducted by the City, through the Miami Beach Police Department. By submitting this Questionnaire the Proposer agrees to cooperate with this investigation, including but not limited to, fingerprinting and providing information for a credit check.

PROPOSER

WITNESS:

Signature

Print Name

WITNESS:

Signature

Print Name

IF INDIVIDUAL:

Signature

Print Name

IF PARTNERSHIP:

Print Name of Successful Proposer

Address

By: _____
General Partner

Print Name

ATTEST:

Secretary

Print Name

(CORPORATE SEAL)

IF CORPORATION:

Print Name of Corporation

Address

By: _____
President (Print Name)



QUICK REFERENCE GUIDE TO EQUAL BENEFITS COMPLIANCE

STEP 1: UNDERSTANDING THE LAW

What does the law require?

The proposed Ordinance will require certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive bids, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses.

Who is covered by this Ordinance?

Competitively bid City contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks. For more information, see Equal Benefits Ordinance Summary.

What benefits are covered?

The Ordinance applies to all benefits offered by a contractor to its employees who have spouses or domestic partners and all benefits offered directly to such spouses or domestic partners, even when the employee pays the entire cost of the benefit. This includes but is not limited to: sick leave, bereavement leave, family medical leave, and health benefits.

What is a Domestic Partner?

A "Domestic Partner" shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a government body pursuant to state and local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

What if a contractor is unable to offer benefits equally?

Some contractors are unable to find an insurance company willing to offer domestic partner coverage. When a contractor takes all reasonable measures to stop discriminating, but can't for reasons outside its control, it can comply with the Equal Benefits Ordinance if it agrees to pay a cash equivalent. A cash equivalent is the amount of money paid by an employer for the spousal benefit that is unavailable for domestic partners, or vice versa. For more information, see Reasonable Measures Application.

What if a company will comply but needs time to do it?

Once a contractor makes it clear that it will comply with the Declaration, in certain situations ending discrimination in benefits may be delayed. For instance, offering medical insurance may be delayed until the contractor's next enrollment period; other benefits, such as bereavement leave, may be delayed until the contractor's personnel policies can be revised. For more information, see Rules of Procedure of the Substantial Compliance Form.

STEP 2: HOW TO COMPLETE THE DECLARATION: NON-DISCRIMINATION IN CONTRACTS AND BENEFITS FORM

Section 1 asks for information about your company. **If the company employs 50 or less employees in the U.S., skip to Section 4, date and sign.**

Section 2, Question 1A asks whether your company prohibits discrimination against people based on the categories listed.

- Answer "YES" if your company does have such a policy.
- Answer "NO" if your company does not have such a policy.

Question 1B asks whether your company agrees to include a nondiscrimination clause in all subcontracts entered into for the performance of a substantial portion of the any contracts you have with the City. This clause must include all of the categories listed in question 1A. You must answer this question even if your company will not be entering into any subcontracts associated with work performed for the City.

- Answer "YES" if you will agree to include a nondiscrimination clause in subcontracts.
- Answer "NO" if you will not agree to include a nondiscrimination clause in subcontracts.

Question 2A asks whether your company offers benefits (such as medical insurance) to employees' spouses or to employees because they are married (such as bereavement leave which can be taken because of the death of a spouse, or family medical leave which can be taken because of a spouse having a serious medical condition).

- Answer "YES" if you offer any such benefits.
- Answer "NO" if you do not offer any such benefits.

NOTE: You are considered as offering a benefit even if you don't pay for it. If access to the benefit is offered, but the cost must be paid in whole or in part by the employee, you should still answer "YES".

Question 2B asks whether your company offers benefits (such as medical insurance) to employees' domestic partners or to employees because they are in a domestic partnership (such as bereavement leave which can be taken because of the death of a domestic partner, or family medical leave which can be taken because of a domestic partner having a serious medical condition).

- Answer "YES" if you offer any such benefits.
- Answer "NO" if you do not offer any such benefits

NOTE: To comply, your answers to questions 2A and 2B should be the same. In very limited circumstances, you may comply without offering benefits equally. See Reasonable Measures Application Form.

Question 2C should be filled out ONLY if you have answered "YES" to question 2A and/or 2B. It asks you to indicate which benefits you offer to spouses (or employees because they are married), which benefits you offer to domestic partners (or employees because they are in a domestic partnership), and which benefits you do not offer. Please indicate only those benefits offered. If you offer benefits not already listed, write them in where it says "other". Remember, offering access to a benefit is still considered a benefit, even if your company does not pay for it.

Note: If you can't offer all benefit in a nondiscriminatory manner because of reasons outside your control, (e.g. there are no insurance providers willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a completed Reasonable Measures Application Form with all necessary attachments and have your application approved by the Procurement Division of the City of Miami Beach.

Step 3: ATTACH THE NECESSARY DOCUMENTATION

Section 3 states that you must submit documentation that verifies all benefits marked in your answer to Question 2C are offered in a nondiscriminatory manner. When possible, it is best if you submit this documentation along with your Declaration form. For policies that are unwritten, submit a letter to the Procurement Division indicating this. Use the list below as a guide for the type of documentation needed.

Medical Insurance A statement from your medical insurance provider that confirms spouses and domestic partners (as defined under this Ordinance) receive equal coverage in your medical plan. This may be in a letter from your insurance provider, or reflected in the eligibility section of your official insurance plan document. Similar documentation is needed for other types of insurance plans.

Retirement Plans (including 401k & pension plans)

The sections of your pension plan detailing how employees receive benefits. This should cover joint annuity options and pre retirement death benefits. Documentation should indicate that employees with domestic partners and employees with spouses receive the same benefits and payment options.

Bereavement Leave Your bereavement leave of funeral leave policy indicating the benefit is offered equally. If your policy allows employees time off from work because of the death of a spouse, it should also allow for time off because of the death of a domestic partner. If the policy allows for time off due to the death of a parent in-law or other relative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

Family Leave Your company's Family and Medical Leave Act policy. All companies with 50 or more employees must offer this benefit. Your policy should indicate that employees may take leave because of the serious medical condition of their spouse or domestic partner.

Parental Leave Your company's policy indicating that employees may take leave for the birth or adoption of a child, to care for a child who is ill, and/or to attend school appointments. If leave is available for step-children (the spouse's child) then leave also should be available for the child of a domestic partner.

Employee Assistance Program Your company's employee assistance program policy confirming that spouses, domestic partners and their parents and children are equally eligible (or ineligible) for such benefits.

Relocation & Travel Your company's policy confirming that expenses for travel or relocation will be paid on the same basis for spouses and domestic partners of employees.

Discounts, Facilities & Events Your company's policy confirming that discounts, facilities (e.g. gym) and events (e.g. holiday party) are equally available to spouses and domestic partners of employees.

Credit Union Documentation from the credit union indicating that spouses and domestic partners have equal access to credit union services.

Child Care Documentation that the children of spouses (step-children) and children of domestic partners have equal access to child care services.

Other Benefits Documentation of any other benefits listed to indicate that they are offered equally.

For medical insurance companies providing domestic partner coverage in the State of Florida, refer to the Domestic Partner Insurance Coverage Search available online at: www.miamibeachfl.gov under Business, Procurement drop down list.

For any questions on the City of Miami Beach Equal Benefits Ordinance or how to complete the applicable forms, please contact:

Cristina Delvat, Contracts Compliance Specialist
PROCUREMENT DIVISION
1700 Convention Center Drive, Miami Beach, FL 33139
Tel: 305-673-7496 / Fax: 786-394-4000/
cristinadelvat@miamibeachfl.gov

We are committed to providing excellent public service and safety to all who live, work and play in our vibrant, tropical, historic community.

CITY OF MIAMI BEACH

DECLARATION: NONDISCRIMINATION IN CONTRACTS AND BENEFITS

Section 1. Vendor Information

Name of Company: _____ Name of Company Contact Person: _____

Phone Number: _____ Fax Number: _____ E-mail: _____

Vendor Number (if known): _____

Federal ID or Social Security Number: _____

Approximate Number of Employees in the U.S. : _____ (If 50 or less, skip to Section 4, date and sign)

Are any of your employees covered by a collective bargaining agreement or union trust fund? ____Yes____No

Union name(s): _____

Section 2. Compliance Questions

Question 1. Nondiscrimination - Protected Classes

A. Does your company agree to not discriminate against your employees, applicants for employment, employees of the City, or members of the public on the basis of the fact or perception of a person's membership in the categories listed below? Please note: a "YES" answer means your company agrees it will not discriminate; a "NO" answer means your company refuses to agree that it will not discriminate. Please answer yes or no to each category.

<input type="checkbox"/> Race	____ Yes ____ No	<input type="checkbox"/> Sex	____ Yes ____ No
<input type="checkbox"/> Color	____ Yes ____ No	<input type="checkbox"/> Sexual orientation	____ Yes ____ No
<input type="checkbox"/> Creed	____ Yes ____ No	<input type="checkbox"/> Gender identity (transgender status)	____ Yes ____ No
<input type="checkbox"/> Religion	____ Yes ____ No	<input type="checkbox"/> Domestic partner status	____ Yes ____ No
<input type="checkbox"/> National origin	____ Yes ____ No	<input type="checkbox"/> Marital status	____ Yes ____ No
<input type="checkbox"/> Ancestry	____ Yes ____ No	<input type="checkbox"/> Disability	____ Yes ____ No
<input type="checkbox"/> Age	____ Yes ____ No	<input type="checkbox"/> AIDS/HIV status	____ Yes ____ No
<input type="checkbox"/> Height	____ Yes ____ No	<input type="checkbox"/> Weight	____ Yes ____ No

B. Does your company agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract you have with the City? Please note: you must answer this question, even if you do not intend to enter into any subcontracts.

____ Yes ____ No

Question 2. Nondiscrimination - Equal Benefits for Employees with Spouses and Employees with Domestic Partners

Questions 2A and 2B should be answered YES even if your employees must pay some or all of the cost of spousal or domestic partner benefits.

A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

☐ Yes ☐ No

B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees? ☐ Yes ☐ No

*The term Domestic Partner shall mean any two (2) adults of the same or different sex, who have registered as domestic partners with a government body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A Contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership exists. A Contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Miami Beach

If you answered "NO" to both Questions 2A and 2B, go to Section 4, complete and sign the form, filling in all items requested.

If you answered "YES" to either or both Questions 2A and 2B, please continue to Question 2C below.

C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Yes for Employees with Spouses	Yes for Employees with Domestic Partners	No, this Benefit is Not Offered	Documentation of this Benefit is Submitted with this Form
Health	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retirement (Pension, 401(k), etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bereavement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Note: If you can not offer a benefit in a nondiscriminatory manner because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable

Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a completed Reasonable Measures Application with all necessary attachments, and have your application approved by the City Manager, or his designee.

Section 3. Required Documentation

YOU MUST SUBMIT SUPPORTING DOCUMENTATION to verify each benefit marked in Question 2C. Without proper documentation, your company cannot be certified as complying with the City's Equal Benefits Requirement for Domestic Partner Ordinance. For example, to document medical insurance submit a statement from your insurance provider or a copy of the eligibility section of your plan document; to document leave programs, submit a copy of your company's employee handbook. If documentation for a particular benefit does not exist, attach an explanation.

Have you submitted supporting documentation for each benefit offered? ☐ Yes ☐ No

Section 4. Executing the Document

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, in the year _____, at _____, _____
City State

Signature

Mailing Address

Name of Signatory (please print)

City, State, Zip Code

Title



MIAMIBEACH

CITY OF MIAMI BEACH REASONABLE MEASURES APPLICATION

Declaration: Nondiscrimination in Contracts and Benefits

Submit this form and supporting documentation to the City's Procurement Division
ONLY IF you:

- a. Have taken all reasonable measures to end discrimination in benefits; and
- b. Are unable to do so; and
- c. Intend to offer a cash equivalent for employees to whom equal benefits are not available.

You must submit the following information with this form:

- 1. The names, contact persons and telephone numbers of benefits providers contacted for the purpose of acquiring nondiscriminatory benefits;
- 2. The dates on which such benefits providers were contacted;
- 3. Copies of any written response(s) you received from such benefits providers, and if written responses are unavailable, summaries of oral responses; and
- 4. Any other information you feel is relevant to documenting your inability to end discrimination in benefits, including, but not limited to, reference to federal or state laws which preclude the ending of discrimination in benefits.

I declare (or certify) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Name of Company (please print)

Mailing Address of Company

Signature

City, State, Zip

Name of Signatory (please print)

Telephone Number

Title

Date

Definition of Terms

A. REASONABLE MEASURES

The City of Miami Beach will determine whether a City Contractor has taken all reasonable measures provided by the City Contractor that demonstrates that it is not possible for the City Contractor to end discrimination in benefits. A determination that it is not possible for the City Contractor to end discrimination in benefits shall be based upon a consideration of such factors as:

- (1) The number of benefits providers identified and contacted, in writing, by the City Contractor, and written documentation from these providers that they will not provide equal benefits;
- (2) The existence of benefits providers willing to offer equal benefits to the City Contractor; and
- (3) The existence of federal or state laws which preclude the City Contractor from ending discrimination in benefits.

B. CASH EQUIVALENT

"Cash Equivalent" means the amount of money paid to an employee with a Domestic Partner (or spouse, if applicable) in lieu of providing Benefits to the employees' Domestic partner (or spouse, if applicable). The Cash Equivalent is equal to the employer's direct expense of providing Benefits to an employee for his or her spouse.

Cash Equivalent. The cash equivalent of the following benefits applies:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for death of a spouse. Cash payment would be in the form of wages of the domestic partner employee for the number of days allowed.
- b. For health benefits, the cost to the Contractor of the Contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains the such insurance in force for himself or herself.
- c. For family medical leave, cash payments for the number of days that would be allowed as time off for an employee to care for a spouse that has a serious health condition. Cash payment would be in the form of wages of the domestic partner employee for the number of days allowed.

**CITY OF MIAMI BEACH
SUBSTANTIAL COMPLIANCE AUTHORIZATION FORM**

Declaration: Nondiscrimination in Contracts and Benefits

This form, and supporting documentation, must be submitted to the Procurement Division by entities seeking to contract with the City of Miami Beach that wish to delay ending their discrimination in benefits pursuant to the Rules of Procedure, as set out below.

Fill out all sections that apply. Attach additional sheets as necessary.

A. Open Enrollment

Ending discrimination in benefits may be delayed until the first effective date after the first open enrollment process following the date the contract with the City begins, provided that the City Contractor submits to the Procurement Division evidence that reasonable efforts are being undertaken to end discrimination in benefits. This delay may not exceed two years from the date the contract with the City is entered into, and only applies to benefits for which an open enrollment process is applicable.

Date next benefits plan year begins:

Date nondiscriminatory benefits will be available:

Reason for Delay:

Description of efforts being undertaken to end discrimination in benefits:

B. Administrative Actions and Request for Extension

Ending discrimination in benefits may be delayed to allow administrative steps to be taken to incorporate nondiscriminatory benefits into the City Contractor's infrastructure. The time allotted for these administrative steps shall apply only to those benefits for which administrative steps are necessary and may not exceed three months. An extension of this time may be granted at the discretion of the Procurement Director, upon the written request of the City Contractor. Administrative steps may include, but are not limited to, such actions as computer systems modifications, personnel policy revisions, and the development and distribution of employee communications.

Description of administrative steps and dates to be achieved:

If requesting extension beyond three months, please explain basis:

C. Collective Bargaining Agreements (CBA)

Ending discrimination in benefits may be delayed until the expiration of a City Contractor's Current collective bargaining agreement(s) where all of the following conditions have been met:

1. The provision of benefits is governed by one or more collective bargaining agreement(s);
2. The City Contractor takes all reasonable measures to end discrimination in benefits either by requesting that the Unions involved agree to reopen the agreements in order for the City Contractor to take whatever steps necessary to end discrimination in benefits or by ending discrimination in benefits without reopening the collective bargaining agreements; and
3. In the event that the City Contractor cannot end discrimination in benefits despite taking all reasonable measures to do so, the City Contractor provides a cash equivalent to eligible employees for whom benefits are not available. Unless otherwise authorized in writing by the Procurement Director, this cash equivalent payment must begin at the time the Unions refuse to allow the collective bargaining agreements to be reopened, or in any case no longer than three (3) months from the date the contract with the City is entered into.

For a delay to be granted under this provision, **written proof** must be submitted with this form that:

- The benefits for which the delay is requested are governed by a collective bargaining agreement;
- All reasonable measures have been taken to end discrimination in benefits (see Section C.2, above); and
- A cash equivalent payment will be provided to eligible employees for whom benefits are not available.

I declare (or certify) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Name of Company (please print)

Mailing Address of Company

Signature

City, State, Zip

Name of Signatory (please print)

Telephone Number

Title

Date



LIVING WAGE INFORMATION GUIDE

UNDERSTANDING THE LAW

The Living Wage Ordinance, § 2-407 thru 2-410 of the Miami Beach City Code (the Ordinance), was adopted by the Mayor and Commission on April 18, 2001, and became effective on April 28, 2001, with the intent to provide salary rates for full time employees equivalent to the poverty level plus 10%, and therefore, eliminate sub-poverty level wages.

On June 9, 2010, the Mayor and Commission amended the Ordinance. The amendment included an adjustment to the original hourly rates paid to employees under the original Ordinance. Commencing on October 1, 2010, this adjustment will increase the hourly rate that employers are required to pay employees covered under the Ordinance. The increase will be phased in over a three (3) year period.

What is the Living Wage Requirement?

Effective October 1, 2010, all employers covered by the Living Wage Ordinance are required to pay employees performing Covered Services, no less than \$10.16 per hour with health benefits, or \$11.41 per hour without health benefits (please see Ordinance No. 2010-3682 for hourly wage rate increases over a three(3) year phase-in).

Living Wage requirements apply to:

City employees, contractors and subcontractors of City service contracts involving the City's expenditure of over \$100,000 per year providing the following types of Covered Services:

- Food Preparation and/or Distribution
- Security Services
- Routine Maintenance Services such as custodial, cleaning, refuse removal, repair, refinishing, and recycling
- Clerical or other non-supervisory office work, whether temporary or permanent
- Transportation and Parking Services
- Printing and Reproduction Services
- Landscaping, Lawn and/or Agricultural Services
- Park and Public Property Maintenance

EMPLOYER RESPONSIBILITIES

What are the employer's responsibilities to the employee?

- Pay the employee at least bi-weekly the applicable hourly Living Wage rate.
- Offer the employee the option to elect health benefits coverage during the employer's annual enrollment period.*
- Pay the employee at least \$1.25 per hour towards a health benefits plan* (as defined under Florida law) for covered employees and their dependents.
- Pay wage rates in accordance with federal and all other applicable laws such as overtime.

NOTE: *Amendment to Section 2-408(c) entitled "Annual open Enrollment/Election of Benefits", and definition of "Health Benefits" adopted June 19, 2010.

- Post the Living Wage rates in a prominent place, or on employees' paychecks every six (6) months, in English, Creole and Spanish
- Permit interview of employees without interference
- No retaliation or discrimination against an employee who files a complaint or otherwise asserts his/her rights under the Ordinance, is permitted

What are the employer's responsibilities to the City?

- Maintain payroll records for three (3) years.
- File complete payroll records with the Procurement Contracts Compliance Specialist every six (6) months and allow inspection upon request.
- Submit proof of provision of health benefits to qualify to pay the lower Living Wage rate.
- Submit list of all subcontractors and corresponding payroll records for employees working on the contract.
- If employer offers health benefits, the plan must be a "health benefit plan"; as defined under Florida law.
- Ensure subcontractors' compliance with Ordinance.
- Maintain an "open enrollment period" at least once a year, during which employees can elect and advise the employees whether they wish to be covered under the employees' health plan.
- Pay employees who elect, during the annual open enrollment period, not to be covered under the employer's health benefits plan, the higher hourly Living Wage (by the next pay period following the employee's election).

EMPLOYEE RIGHTS AND ENFORCEMENT

What are the employee's rights?

- A covered employee, or former covered employee who believes that the Ordinance applies, and whose employer is not complying with the Ordinance, has a right to file a complaint with the City's Procurement Director within one (1) year after the violation occurred.
- Instead of filing a complaint with the City, but not in addition to, a covered employee may file an action in civil court.



MIAMI BEACH

LIVING WAGE CERTIFICATION

Pursuant to Section 2-408(e) of the Miami Beach City Code, entitled *Certification required before payment*. "Any and all contracts for covered services¹ may be voidable, and no funds may be released, unless prior to entering any agreement with the city for a covered services contract, the service contractor² certifies to the city that it will pay each of its covered employees no less than the living wage described in section 2-408(a). A copy of this certificate must be made available to the public upon request. The certificate, at a minimum, must include the following:

1. The name, address, and phone number of the covered employer, a local contact person, and the specific project for which the covered services contract is sought;

Project: _____

Name of Contractor: _____

Contact person: _____

Address: _____

Phone number: _____

2. The amount of the covered services contract, a brief description of the project or service provided and the city department the contract will serve;

Amount of contract: \$ _____

City Department(s): _____

Description of service or project:

3. A statement of the wage levels for all employees;

¹ "Covered services" Contracts involving the city's expenditure of over \$100,000 per year and which include the following types of services: Food Preparation and/or Distribution; Security Services; Routine Maintenance Services such as Custodial, Cleaning, Refuse Removal, Repair, Refinishing and Recycling; Clerical or Other Non-Supervisory Office Work (whether temporary or permanent); Transportation and Parking Services; Printing and Reproduction Services; Landscaping, Lawn, and/or Agricultural Services; and Park and Public Property Maintenance.

² "Service contractor" is any individual, corporation (whether for profit or not for profit), partnership, limited liability company, joint venture, or other business entity who is conducting business in Miami Beach, and who is either: (1) paid in whole or part from one or more of the City's general fund, capital project funds, special revenue funds, or any other funds, whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; or (2) engaged in the business of, or part of, a contract to provide, or a subcontract to provide, services, for the benefit of the city. However, this does not apply to contracts related primarily to the sale of products or goods.

4. A commitment to pay all covered employees the living wage, as defined by section 2-408(a) and including, without limitation, any annual indexes thereto (as provided in section 2-408(d).

Effective October 1, 2010, service contractors shall be required to pay all its employees who provide services for covered service contracts, the hourly living wage rates based on the following three (3) year phase-in approach:

- Commencing with City fiscal year 2010-11 (October 1, 2010), the hourly living wage rate will be \$10.16/hr. with health benefits³ of at least \$1.25/hr, and \$11.41/hr without benefits;
- Commencing with City fiscal year 2011-12 (October 1, 2011), the hourly living wage rate will be \$10.72/hr with health benefits of at least \$1.45/hr, and \$12.17/hr without benefits; and
- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits of at least \$1.64/hr, and \$12.92/hr without benefits.

I further understand and agree and acknowledge that failure to comply with the Living Wage Ordinance requirements shall constitute a material breach of the contract by which the City may immediately terminate same.

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this ____ day of _____, in the year _____, at _____, _____
City State

Signature

Mailing Address

Name of Signatory (please print)

City, State, Zip Code

Title

For more information on the Living Wage or a copy of the Ordinance, refer to the City of Miami Beach website: <http://web.miamibeachfl.gov/procurement>

City of Miami Beach | PROCUREMENT DIVISION
1700 Convention Center Drive | third floor | Miami Beach, FL | 33139
T: 305.673.7490 | F: 786.394.4000
procurement@miamibeachfl.gov

³ "Health Benefits" shall, at a minimum, mean health insurance coverage which consists of wellness and preventive care, including maternity, and that meets the requirements of a "standard health benefits plan" as defined in Subsection 627.6699 (12)(b)(4), Florida Statutes*, as may be amended from time to time.



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT Division

Tel: 305.673.7490 Fax: 786-394-4006

To:

Phone:

Fax:

E-mail:

Subject: Performance Evaluation of: _____
Number of pages including cover: 2

To Whom It May Concern:

The City of Miami Beach has implemented a process that collects past performance information pursuant to the submittal of responses to this Request for Proposal (RFP) No. 46-10/11 entitled For the Purchase and Installation of New Multi-Space Pay Stations for the City's On-Street and Off-Street Parking Locations. The information will be used to assist City of Miami Beach in the evaluation of Proposals received in response to the RFP.

The company listed in the subject line has chosen to participate in this RFP. They have listed you as a past client for which they have provided services. Both the company and City of Miami Beach would greatly appreciate you taking a few minutes of your time to complete the accompanying questionnaire.

Please review all items in the following document and answer the questions to the best of your knowledge. If you cannot answer a particular question, please leave it blank. Please return this questionnaire to Pamela Leja-Katsaris by October 24, 2011 via fax: 786-394-4006; or email PamelaLeja@miamibeachfl.gov.

Thank you for your time and effort.

Gus Lopez, CPPO
Procurement Director



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT Division

Tel: 305.673.7490 Fax: 786-394-4006

PERFORMANCE EVALUATION SURVEY RFP No. 46-10/11

Company Name (Firm being Evaluated): _____

Point of Contact: _____

Phone and email: _____

Please evaluate the performance of the company (10 means you are very satisfied and have no questions about hiring them again, and 1 is if you would never hire them again because of very poor performance). **Please leave blank if you don't know.**

NO.	CRITERIA	UNIT	
1	Experience and qualifications with providing and installing multi-space parking pay stations	(1-10)	
2	Satisfaction with Financial Stability of firm	(1-10)	
3	Qualifications of Key Personnel	(1-10)	
4	Costs/Fees charged	(1-10)	
5	Capability of being flexible to meet requirements	(1-10)	
6	Methodology and Approach	(1-10)	
7	Overall customer satisfaction and hiring again based on performance (comfort level in hiring vendor again)	(1-10)	

Overall Comments: _____

Company providing Referral: _____

Contact Name: _____

Contact Phone and e-mail: _____

Date of Services: _____

Dollar Amount for Services: _____

Thank you for your time and effort. Please return this form via fax to 786-394- 4006 Attn: Pamela Leja-Katsaris, or via e-mail: pamelaleja@miamibeachfl.gov, on or before October 24, 2011.



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DIVISION
Tel: 305-673-7490 Fax: 786.394.4006

October 21, 2011

**ADDENDUM NO. 3 TO REQUEST FOR PROPOSALS (RFP) NO. 46-10/11 FOR THE
PURCHASE AND INSTALLATION OF NEW MULTI-SPACE PAY STATIONS FOR THE
CITY'S ON-STREET AND OFF-STREET PARKING LOCATIONS**

The subject RFP is hereby amended as follows:

1) The due date for receipt of proposals has been changed to no later than 3:00 pm Eastern time on October 31, 2011.

No further Addenda will be published pursuant to this RFP.

Proposers are reminded to acknowledge receipt of this Addendum (and any future Addenda) in their proposal submission, utilizing the form that is on page 41 of the RFP.

Potential proposers that have elected not to submit a response to the RFP are requested to complete and return the "Notice to Prospective Proposers" questionnaire with the reason(s) for not submitting a proposal..

CITY OF MIAMI BEACH

Gus Lopez, CPPO
Procurement Director



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DIVISION
Tel: 305-673-7490 Fax: 786.394.4006

October 13, 2011

ADDENDUM NO. 1 TO REQUEST FOR PROPOSALS (RFP) NO. 46-10/11 FOR THE PURCHASE AND INSTALLATION OF NEW MULTI-SPACE PAY STATIONS FOR THE CITY'S ON-STREET AND OFF-STREET PARKING LOCATIONS

The subject RFP is hereby amended as follows:

- 1) The due date for receipt of proposals has been changed to no later than 3:00 pm Eastern time on October 27, 2011.
- 2) Another Addendum will be published, responding to the questions and requests for clarifications that were not answered at the Pre-proposal meeting of September 30, 2011, and to those that were submitted prior to the deadline for receipt of questions on or before October 5, 2011.
- 3) The sign-in sheet from the Pre-proposal meeting of September 30, 2011 is attached.

Proposers are reminded to acknowledge receipt of this Addendum (and any future Addenda) in their proposal submission, utilizing the form that is on page 41 of the RFP.

Potential proposers that have elected not to submit a response to the RFP are requested to complete and return the "Notice to Prospective Proposers" questionnaire with the reason(s) for not submitting a proposal..

CITY OF MIAMI BEACH

Gus Lopez, CPPO
Procurement Director



MIAMI BEACH

PRE-PROPOSAL MEETING SIGN-IN SHEET

DATE: September 30, 2011

RFP No.: 46-10/11

TITLE: Multi-Space Pay Stations

NAME (PLEASE PRINT)	COMPANY NAME - E-MAIL ADDRESS	PHONE#	FAX#
JEFF HARRINGTON	PARKER SYSTEMS jeff@parker-systems-place.com	407. 405-7409	407-658-2356
STEVE HERNANDEZ	DIGITAL PAYMENT TECHNOLOGIES STEVE.HERNANDEZ@DIGITALPAYTECH.COM	678. 372-2727	
MICHAEL KAVUR	GLOBAL PARKING SOLUTIONS mkavur@globalparkingusa.com	267 288 3766	215 399 1504
DAVID HOYT	PARKEON dhozt@parkeon.com	305-776-9757	856-234-7178
GREGG SMITH	AMANO McGRAW, Inc gregg.smith@amano-mcgraw.com	954-649-3284	954-316-8004
DONNA WAGENER	METRIC PARKING D. WAGENER@metricparking.com	312-415-5109	
ADRIAN MANDREANU	Print Media, Inc ADRIAN@printmedia-inc.com	305-884-0760	305-884-0702
SAUL FRANCES	CHB PARKING DEPT SAULFRANCES@MIAMI-BEACH.FL.GOV	305 673-7000 x6483	305 673-7853
Marcel Couso	Parking Dept. marcelcouso@miamibeachfl.gov	305-216-5797	
Rocio Alba	Parking Dept. rocioalba@miamibeachfl.gov	305-673-7000 ext 6747	



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach,
Florida 33139, www.miamibeachfl.gov
PROCUREMENT DIVISION
Tel: 305-673-7490 Fax: 786.394.4006

October 19, 2011

ADDENDUM NO. 2 TO REQUEST FOR PROPOSALS (RFP) NO. 46-10/11 FOR THE PURCHASE AND INSTALLATION OF NEW MULTI-SPACE PAY STATIONS FOR THE CITY'S ON-STREET AND OFF-STREET PARKING LOCATIONS

The subject RFP is hereby amended as follows:

Questions and Answers / Additional Clarifications

Q1: Because of the size and scope of this RFP, is there a minimum installed base a respondent must possess to show they are capable of such a large undertaking?

A1: No, there is no minimum requirement. However, please note that experience is part of the evaluation criteria for the proposals.

Q2: Can you please describe the security protocol of the Wi-Fi system in Miami Beach?

A2: The City of Miami Beach Wi-Fi network is fully IEEE 802.11i compliant.

Q3: Will the City require all respondents to be PCI Compliant and appear on the Visa Website (<http://usa.visa.com/download/merchants/cisp-list-of-pcidss-compliant-service-providers.pdf>)?

A3: The selected vendor and all system components shall maintain PCI Compliance throughout the term of the contract. The PCI Compliance Standard requires the City to monitor the status of all Vendors doing business with the City.

Q4: How many units must be delivered to the Parking Department within 60 days of contract execution and with installation to be completed 15 day after delivery or are subject to liquidated damages?

A4: Initial group of installations shall be up to 50 units and may potentially be divided between two vendors. Units will be tested for 90 days and each phase thereafter will have a ninety (90) day test period. Specific details of phasing and delivery, including scheduling of phases is subject to negotiations and execution of the agreement. All installations should be completed within 18 months of execution of the agreement.

Q5: Can you please clarify your PIN requirements outlined in Section C (3) on Page 17?

A5: We have not defined the specific configuration. Please provide your system's capabilities regarding debit card, credit card, PIN (personal identification number) or comparable.

Q6: Is the City withholding payment until the 90 day trial period has been completed?

A6: No. The City will pay when units are installed contingent upon the terms of the agreement. Details of delivery and payment will be subject to negotiation and execution of the agreement.

Q7: Will the City perform all pre-installation concrete work (including bolt drilling and preparation) prior to the installation by the Respondent?

A7: The City will be responsible for determining the location of the units and any slab work required for the installation. Drilling work and materials needed are considered part of the installation and will be performed by whomever (City or Contractor) is installing the units, at the City's sole and absolute discretion.

Q8: Will the City require any permits?

A8: No.

Q9: Does the City require the "local" distributor to have a business address in Miami Dade County?

A9: No

Q10: Will the pay stations be initially deployed in pay and display mode?

A10: We have not yet determined the configuration for the initial deployment. The City will evaluate all proposals and then determine the configuration that is in the best interest of the City.

Q11: The bid mentions the ability for phone payment. Can you please give more detail to what is expected in regards to phone payment?

A11: We have not yet determined the configuration for the initial deployment. The City will evaluate all proposals and then determine the configuration that is in the best interest of the City.

Q12: In regards to the Sunshine Law. Will the bid totals be posted online after the bid opening?

A12: As this is a Request for Proposals (RFP) and not an Invitation to Bid (ITB), factors other than cost will be evaluated by the Evaluation Committee (See page 37 of the RFP). As such, there will be no totals published online.

Q13: Do sub contractors have to be submitted and approved by the City at the time the bid is submitted?

A13: Yes.

Q14: The bid mentions a 90 day trial period to replace units that are not functioning as specified. The machines will be under warranty during this period. What circumstances require that the unit be replaced instead of a part replaced to fix the problem?

A14: Unit replacement shall be at in the City's sole and absolute discretion.

Q15: The bid mentions that respondents are responsible to ensure system compatibility

with current single space application for parking smart cards. Is the City requiring the pay station to accept the existing card or will they be open to a new city smart card system?? If no, can the City give more information regarding the existing smart card being used and what type of software being used?

A15: Although our meters are currently set-up to accept the MacKay smart card – this program is currently not being used. Please provide your system's capabilities regarding smart cards and the ability for integration if needed.

Q16: How many machines will be installed in garages?

A16: TBD. We currently only have two (2) units in one (1) garage. However, the City reserves the right to increase this number at any time.

Q17: How many units are in first phase and does the successful vendor have to have all units installed within 75 days from execution of contract? How many units in first Phase and final phases?

A17: Details of phasing and delivery, including scheduling of phases is subject to negotiations and execution of the agreement. All installations should be completed within 18 months of execution of the agreement.

Q18: Under the price sheet there is a line for pay by license plate and pay by space. Is this price to retrofit the Pay and display machines that will be in phase 1 or will the City order new units set up for pay by space or pay by license plate?

A18: We have not yet determined the configuration for the initial deployment. The City will evaluate all proposals and then determine the configuration that is in the best interest of the City.

Q19: One of the City's registration sites links, BidNet, on page 3 of the RFP redirects vendors to FloridaBidSystem.com, which requires an annual fee to register. Is this registration mandatory to respond to this RFP?

A19: No, registration with BidNet is not mandatory to respond to the RFP.

Q20: ADA compliance (pg.18 #12) – ADA compliance is set at a height of 42 inches. Will the industry standard of side access (54 inches) be allowed?

Q20: Please refer to the Florida Building Code Section 11-4.34 for reach ranges.

Q21: Is the City asking for Pay & Display meter pricing, with the separate optional pricing for Pay by Space, Pay by License Plate, and Pay by Phone?

A21: At a minimum, Proposers must provide pricing for each of the options listed in the RFP's Price Proposal Form. Proposers may include additional information and pricing for other products and/or services offered beyond the minimum information requested in the RFP's Price Proposal Form.

Q22: Price List (pg. 30 #2) – Respondents shall provide availability and pricing for additional parts and components three years after the end of the warranty period. Does this mean from the end of the 2-year initial warranty, or the end of the possible 7 year warranty, if the 5 one-year options are selected?

A22: At a minimum, Respondents shall provide availability and pricing for additional parts and components for three (3) years beyond the initial two (2) year warranty period. Respondents may provide same for additional years beyond year five, if available.

Q23: Delivery – This is expected 60 days after contract execution. Can the City please describe how many meters will be required within the first 60 days, and the schedule for deliveries thereafter, totaling 750 meters?

A23: Initial group of installations shall be up to 50 units and may potentially be divided between two vendors. Units will be tested for ninety (90) days and each phase thereafter will have a ninety (90) day test period. Specific details of phasing and delivery, including scheduling of phases is subject to negotiations and execution of the agreement. All installations should be completed within 18 months of execution of the agreement.

Q24: On page 15 of the RFP the following appears: 3. All pay stations shall be constructed with new and unused, rugged materials and meet "Year 2011" compliance requirements. Do "Year 2011" compliance requirements refer to the EPA standards for 2011?

A24: Year 2011 compliance is required for all new and unused rugged materials, including EPA (Environmental Protection Agency) standards for 2011.

Q25: Page 15 – General #1

Respondent shall use a local distributor to provide support for initial installation, training, parts, and warranty service. "Local" is defined as close enough to the City of Miami Beach to provide twenty-four (24) hour responses to software and hardware requests. Travel shall be at no cost to the City.

Please clarify the City's service standard requirements

A25: Respondents should fully describe their capabilities for support services, including providing service/response within twenty-four (24) hours for software and hardware requests.

Q26: Page 15 – General #5

Requirement states that the respondent must be prepared to agree to a ninety (90) day trial period, commencing on the installation date, for each and every pay station. Units failing to perform as specified shall be replaced at no cost to the City. Is there an acceptance document that the pay station need to meet?

A26: No.

Q27: You specify a timeline for installation upon execution of the contract. What defines the execution of the contract?

A27: The signature and approval of the Agreement by all parties involved (City and Contractor).

Q28: Page 16: The Respondent shall explain in detail the pay station's ability to perform in pay-by-space; pay by license plate; and pay by mobile device modes and provide information on paid and/or unpaid parking spaces by obtaining a listing from the pay station; a web-based program; or other options that are compatible with current devices used for parking enforcement.

Please confirm what enforcement equipment the City is currently using.

A28: The City has an Inter-local Agreement with Miami-Dade County Clerk of Courts which provides Enforcement Technologies equipment. Respondents may propose alternate solutions.

Q29: Page 17 – C – Customer Operation.

The pay stations must operate with coins, bills, credit cards, and smart cards in a manner that allows customers to follow simple printed, digital and/or verbal instructions to complete the transaction quickly.

Please advise on what type of Smart Cards the City is interested in.

A29: Although our meters are currently set-up to accept the MacKay smart card – this program is currently not being used. Please provide your system's capabilities regarding smart cards and the ability for integration if needed.

Q30: Page 17 – C – Customer Operation#

Explain the capability of the pay station to accept a "PIN" (personal identification number) number, if available, when using a "Debit" or "Credit" card, and if there is an additional configuration cost for this option, and if so, what that cost would be.

Please advise on what PIN requirements the City is looking for.

A30: We have not defined the specific configuration. Please provide your system's capabilities regarding debit card, credit card, PIN (personal identification number) or comparable.

Q31: Page 18 – ADA requirements. RFP states the following:

When installed, pay stations shall meet applicable ADA requirements. All coin and card aperture locations must be compatible with Americans with Disabilities Act (ADA) requirements - the centerline of controls shall be no more than 42 inches (1,065 mm) above the pedestrian access route.

Can you please confirm the height required. We were able to find only the requirement of 48 inches as per ADA guidelines.

A31: Please refer to the Florida Building Code Section 11-4.34 for reach ranges.

Q32: Page 26 – Communications/System Mgmt. Software (Wireless).

Respondents shall explain average time of repair and audit transactions, under normal operating conditions, for both wireless, two-way and hand held communication.

Please clarify this requirement. i.e. What exactly is the city looking for in the RFP response?

A32: Respondents should provide their system's level of performance, including a metric for operability. In addition, Respondents should provide the average time of repair when their system has been off-line.

Q33: Page 31 – Pricing List/Components

Estimate costs to design, install, support and maintain a wireless infrastructure, if appropriate: _____

Please clarify. Does the City currently have communication services in place? If so please identify.

A33: The City currently has a WIFI network available. However, please provide the cost of the monthly communication fees for both GPRS and the City's WIFI.

Q34: Page 32 – W. Delivery and Installation

RFP states that in the event that the delivery and/or installation of the units are not completed according to the City of Miami Beach Parking Department specifications – and agreed upon schedule, City of Miami Beach Parking Dept. will impose liquidated damages in the amount of \$500 per day.

Please clarify the City's tentative rollout schedule. Are you planning to implement a phased approach?

A34: Details of phasing and delivery, including scheduling of phases is subject to negotiations and execution of the agreement. All installations should be completed within 18 months of execution of the agreement.

Q35 : Page 32 – W. Delivery and Installation

Further to above, what constitutes as full compliance of The City of Miami Beach Parking Dept.'s specifications? Please clearly define the specifications.

A35: Details of phasing and delivery, including scheduling of phases is subject to negotiations and execution of the agreement. All installations should be completed within 18 months of execution of the agreement

Q36: Please clarify who will be responsible for installation. On page 15, the RFP asks to provide *support* for initial installation, then on page 32 is speaks of delivery/installation requirements/specifications from the vendor.

A36: The City reserves the right to perform any number of installations. However, please provide a price per unit for the installation. If there is no additional cost for installation, please indicate that the installation is included in the unit price.

Q37: Local distributor will supply fully operational pay-station at city's selected location. For newly installed units, City reserves right to install the base(s) or unit(s). City will take possession of new units at point of installation.

Scheduling: In how many phases and the quantities of each phase?

A37: Details of phasing and delivery, including scheduling of phases is subject to negotiations and execution of the agreement. All installations should be completed within 18 months of execution of the agreement.

Q38: Is the MANUFACTURER responsible for warehousing the units? If yes, then how many units would be delivered to what locations in how many phases?

A38: Details of phasing and delivery, including scheduling of phases is subject to negotiations and execution of the agreement. All installations should be completed within 18 months of execution of the agreement.

Q39: Page 17 of 63 – C. Customer Operation

C.1. The pay stations must operate with coins, bills, credit cards, and smart cards in a manner that allows customers to follow simple printed, digital and/or verbal instructions to complete the transaction quickly.

Please identify the smart cards to be used.

A39: Although our meters are currently set-up to accept the MacKay smart card – this

program is currently not being used. Please provide your system's capabilities regarding smart cards and the ability for integration if needed.

Q40: Page 17 of 63 – C. Customer Operation

C.3 Explain capability of pay station to accept a PIN (personal identification number) for Debit or Credit cards, and additional configuration cost for this option.

Is this considered for a Chip and Pin application?

A40: We have not defined the specific configuration. Please provide your system's capabilities regarding debit card, credit card, PIN (personal identification number) or comparable.

Q41: Page 22 of 63 - L. Credit and Smart Card Reader

L.2. Unit card readers shall be equipped with SAM's capable of accepting multiple smart card schemes, such as MasterCard, Visa, and AMEX.

What City vendor will be supplying the SAM's to the successful bidder?

A41: Each proposer should describe the type of card reader and its ability to read multiple platforms. The City is currently not using a smart card system so there isn't currently a third party vendor that would supply card scheme information.

Q42: Page 24 of 63; O. Transaction Storage and Processing

O.2 With a minimum of 128 encryption, respondents shall state any methods of encryption or other security measures taken to meet the minimum of 128 encryption.

What files / data does the City want to be encrypted?

A42: The entire transaction must be encrypted.

The selected vendor and all system components shall maintain PCI Compliance throughout the term of the contract. The PCI Compliance Standard requires the City to monitor the status of all Vendors doing business with the City.

Q43: Page 29: What files does the City want to be uploaded from the card schemes referred to?

A43: Respondents should provide all of their capabilities to upload card schemes.

Q44: In regards to the Sunshine Law. Will the bid totals be posted online after the bid opening?

A44: As this is a Request for Proposals (RFP) and not an Invitation to Bid (ITB), factors other than cost will be evaluated by the Evaluation Committee (See page 37 of the RFP). As such, there will be no totals published online.

Q45: One of the City's registration sites links, BidNet, on page 3 of the RFP redirects vendors to FloridaBidSystem.com, which requires an annual fee to register. Is this registration mandatory to respond to this RFP?

A45: No, registration with BidNet is not mandatory to respond to the RFP.

THIS IS A FORMAL ADDENDUM THAT HAS TO BE ACKNOWLEDGED IN THE RFP ADDENDA ACKNOWLEDGEMENT FORM. IF A PROPOSER FAILS TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AS PART OF ITS RFP SUBMISSION, THE CITY RESERVES THE RIGHT TO REQUEST, AND THE PROPOSER MUST COMPLY WITHIN TWO (2) BUSINESS DAYS AFTER RECEIPT OF WRITTEN REQUEST FROM THE CITY. FAILURE TO ACKNOWLEDGE THE RECEIPT OF THIS ADDENDUM MAY RESULT IN DISQUALIFICATION.

Potential proposers that have elected not to submit a response to the RFP are requested to complete and return the "Notice to Prospective Proposers" questionnaire with the reason(s) for not submitting a proposal..

CITY OF MIAMI BEACH

A handwritten signature in dark ink, appearing to read "Gus Lopez", is positioned above the printed name.

Gus Lopez, CPPO
Procurement Director

received directly by persons with special receivers or their own hearing aids and which eliminate or filter background noise. The type of assistive listening system appropriate for a particular application depends on the characteristics of the setting, the nature of the program, and the intended audience. Magnetic induction loops, infrared and radio frequency systems are types of listening systems which are appropriate for various applications.

11-4.34 Automated teller machines.

11-4.34.1 General. Each automated teller machine required to be accessible by Section 11-4.1.3 shall be on an accessible route and shall comply with Section 11-4.34.

11-4.34.2 Clear floor space. The automated teller machine shall be located so that clear floor space complying with Section 11-4.2.4 is provided to allow a person using a wheelchair to make a forward approach, a parallel approach, or both, to the machine.

11-4.34.3 Reach ranges.

(1) Forward approach only. If only a forward approach is possible, operable parts of all controls shall be placed within the forward reach range specified in Section 11-4.2.5.

(2) Parallel approach only. If only a parallel approach is possible, operable parts of controls shall be placed as follows:

(a) Reach depth not more than 10 inches (255 mm). Where the reach depth to the operable parts of all controls as measured from the vertical plane perpendicular to the edge of the unobstructed clear floor space at the farthest protrusion of the automated teller machine or surround is not more than 10 inches (255 mm), the maximum height above the finish floor or grade shall be 54 inches (1370 mm).

(b) Reach depth more than 10 inches (255 mm). Where the reach depth to the operable parts of any control as measured from the vertical plane perpendicular to the edge of the unobstructed clear floor space at the farthest protrusion of the automated teller machine or surround is more than 10 inches (255 mm), the maximum height above the finish floor or grade shall be as follows:

Reach Depth		Maximum Height	
In	mm	In	mm
10	255	54	1370
11	280	53½	1360
12	305	53	1345
13	330	52½	1335
14	355	51½	1310
15	380	51	1295
16	405	50½	1285
17	430	50	1270
18	455	49½	1255
19	485	49	1245
20	510	48½	1230
21	535	47½	1205
22	560	47	1195
23	585	46½	1180
24	610	46	1170

(3) Forward and parallel approach. If both a forward and parallel approach are possible, operable parts of controls shall be placed within at least one of the reach ranges in paragraphs Section 11-4.34.3(1) or Section 11-4.34.3(2) of this section.

(4) Bins. Where bins are provided, for envelopes, waste paper, or other purposes, at least one of each type provided shall comply with the applicable reach ranges in paragraph Section 11-4.34.3(1), 11-4.34.3(2) or 11-4.34.3(3) of this section.

Exception: Where a function can be performed in a substantially equivalent manner by using an alternate control, only one of the controls needed to perform that function is required to comply with this section. If the controls are identified by tactile markings, such markings shall be provided on both controls.

11-4.34.4 Controls. Controls for user activation shall comply with Section 11-4.27.4.

11-4.34.5 Equipment for persons with vision impairments. Instructions and all information for use shall be made accessible to and independently usable by persons with vision impairments.

11-4.35 Dressing and fitting rooms.

11-4.35.1 General. Dressing and fitting rooms required to be accessible by Section 11-4.1 shall comply with Section 11-4.35 and shall be on an accessible route.

11-4.35.2 Clear floor space. A clear floor space allowing a person using a wheelchair to make a 180-degree turn shall be provided in every accessible dressing room entered through a swinging or sliding door. No door shall swing into any part of the turning space. Turning space shall not be required in a private dressing room entered through a curtained opening at least 32 inches (815 mm) wide if clear floor space complying with Section 11-4.2 renders the dressing room usable by a person using a wheelchair.

11-4.35.3 Doors. All doors to accessible dressing rooms shall be in compliance with Section 11-4.13.