

**CONTRACT
COPY**

Solicitation 552-9172

Lockbox Services

City of Fort Lauderdale

Bid 552-9172 Lockbox Services

Handwritten:
12/10/05

Bid Number **552-9172**
 Bid Title **Lockbox Services**

Bid Start Date **Feb 10, 2005 3:30:58 PM EST**
 Bid End Date **Mar 8, 2005 2:00:00 PM EST**

Bid Contact **Linda Wilson**
Procurement Specialist II
IT/HR/Finance/City Mgr/City Attorney/City Clerk & Commission/Mgmt & Budget
954-828-5146
lwilson@fortlauderdale.gov

Contract Duration **5 years**
 Contract Renewal **5 annual renewals**
 Prices Good for **90 days**

Bid Comments **This bid is exempt from the 1% transaction fee.**

PURPOSE: The City of Fort Lauderdale is seeking proposals from qualified vendors with the intent of entering into a contract for lockbox services, in accordance with the Request for Proposal (RFP)

PROPOSER SHALL RESPOND TO ALL ITEMS IN THE ATTACHMENT TO THE PROPOSAL IDENTIFIED AS EXHIBIT "B". This attachment is provided as a WORD document for your ease of response preparation. Any appendices to these responses should be properly identified with the paragraph reference number and in this same format and uploaded through the RFP Depot electronic response site.

Proposer shall also submit prices on Document 4, Lockbox-Retail Sched Tab, and reupload the response when proposal is submitted.

ANY QUESTIONS REGARDING HOW TO UPLOAD OR COMPLETE REQUIRED FORMS, MAY BE DIRECTED TO RFP DEPOT VENDOR SUPPORT, VIA THIS WEB SITE.

LAST DATE FOR QUESTIONS: Any questions Proposers wish to be addressed and which might require addendum must be submitted in writing to the City's Procurement Services Department. The City shall accept written questions of a material nature until the date and time shown in the RFP schedule. All questions will be reviewed and an Addendum issued, if applicable, to all proposers who have been issued a copy of the RFP. Questions may be submitted via the RFP Depot web site, and will be answered via the same.

Item Response Form

Item **Lockbox Services**
 Quantity **1 each**
 Prices are not requested for this item.
 Delivery Location **City of Fort Lauderdale**
Police Department/Fort Lauderdale
 1300 W. Broward Blvd.

Fort Lauderdale FL 33312
Qty 1

Description

Please see Lockbox Tab - Proposer must respond using this format.

RFP 552-9172 – LOCKBOX SERVICES**PROPOSER CHECKLIST**

Proposers are requested to include this "checklist" with the proposal responses, to verify that all the required documents are provided for City consideration with Proposers RFP response.

- Proposal Summary Pages (Signature and information pages)
- Lockbox Services Proposed Fee Schedule
- Proposal Summary Pages –Technical Proposal/Questionnaire
- EXHIBIT "B" TECHNICAL RESPONSE AND QUESTIONNAIRE completed, including any Sample Contract/Agreement forms
- Corporate Authorization/Registration – See Part IV – Instructions to Proposers/Requirements
- Current Copy of State of Florida Corporate Registration or Certificate of Good Standing from the State in which corporation is registered.
- Qualifications and experience/including resumes
- Client references
- If applicable, provide the required number of copies of Proposer response attachments that cannot be "uploaded" as a part of the RFP proposal submittal, and mail or deliver to the address as indicated, by the date and time indicated.

COMPANY NAME: _____

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NOTE: PROPOSERS MUST RETURN THE FINANCIAL PROPOSAL "RETAIL LOCKBOX PROPOSED FEE SCHEDULE", AS A COMPLETED AND PRINTED HARD COPY, AND ON A DISKETTE RETURNED WITH THE PROPOSAL RESPONSE.

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EXHIBIT A GENERAL CCONDITIONS Form G-107, Rv 7/01

EXHIBIT B - PROPOSER RESPONSE DOCUMENT – MUST BE COMPLETED AND RETURNED WITH RFP RESPONSE

OTHER ATTACHMENTS

EXHIBIT C - Lockbox Volume Chart
EXHIBIT D - Data Transmission File Layouts
EXHIBIT E - Municipal Bill Formats

PART I: INTRODUCTION/SPECIAL CONDITIONS:

1. PURPOSE: The City of Fort Lauderdale is seeking proposals from qualified vendors with the intent of entering into a contract for lockbox services, in accordance with the Request for Proposal (RFP).

2. ADDITIONAL INFORMATION: For additional information concerning the technical specifications contained in this RFP contact Treasury Accountant, Bob Mays, at (954) 828-6572. For information concerning the RFP response procedures contact Procurement Specialist, Linda Wilson, at (954) 828-5146. Such contact is to be for clarification purposes only. Material changes, if any, to the written specifications or RFP procedures will only be transmitted by written addendum.

3. LAST DATE FOR QUESTIONS: Any questions Proposers wish to be addressed and which might require addendum must be submitted in writing to the City's Procurement Services Department. The City shall accept written **questions of a material nature until the date and time shown in the RFP schedule**. All questions will be reviewed and an Addendum issued, if applicable, to all proposers who have been issued a copy of the RFP. To expedite receipt and response to these questions, **Proposers are requested to fax them to the Procurement Specialist, Linda Wilson, Purchasing Division, (954) 828-5576 OR e-mail to lwilson@fortlauderdale.gov**

All inquiries shall include the RFP number, and specify RFP Section number, page and paragraph reference for each question. It is anticipated that an addendum, if needed, will be issued within 2 days of the Last Date for Receipt of Questions.

4. CONTRACTOR QUALIFICATIONS/ELIGIBILITY: In order to meet eligibility requirements for responding to this RFP, Proposers shall provide the City with credentials supporting their prior experience and expertise for the services requested, in accordance with the RFP specifications.

The City reserves the right to inspect Proposer's facility, and contact client references in making a determination of Proposer's ability and capacity to perform the requirements of the RFP.

5. CONTRACT PERIOD: The initial contract period shall be for five (5) years. The City reserves the right to extend the contract for up to five (5) additional one (1) year periods, providing both parties agree to the extension, all terms, conditions and specifications remain the same, and such extension is approved by the City.

It is anticipated that the new contract shall commence on or about **May 2005**

6. CONTRACT COST ADJUSTMENTS: The costs as proposed and accepted by the City shall be firm for the first three (3) years of contract term. The costs for any additional years shall be subject to an adjustment only if increases or decreases have occurred in the industry and are properly documented. **Any requested cost adjustment shall be submitted to the City at least ninety (90) days prior to the contract anniversary date, and may not exceed 5% or the CPI whichever is less.** Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending one hundred and twenty (120) days preceding the end of the contract year then in effect, as compared to the index for the comparable month one year prior. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient.

In the event the City does not wish to accept the adjusted costs, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract at the expiration date.

7. SUB-CONTRACTING: In the event Proposer considers sub-contracting in the course of performing these services, that information shall be specifically detailed within the proposal response, and all requirements of the Proposer shall be applicable and required of the proposed sub-contractor, and be subject to the City's approval and acceptance. The City reserves the right to approve or disapprove of any sub-contractor candidate in its best interest.

PART II: RFP SCHEDULE

Release of RFP	February 9, 2005
Last Date For Questions	February 18, 2005 5:00 PM
Anticipated Addendum Release, if required	February 23, 2005
PROPOSALS DUE:	March 8, 2005:00 PM
Evaluation Committee Review of Proposals and Short listing of proposers, if possible	Week of March 14, 2005
Review of Clarifications and/or Oral Interviews and Final Ranking of proposers, if required	Week of March 21, 2005
Anticipated City Commission Approval of Award to Top Ranked Proposer.	April 19, 2005
Anticipated Contract Commencement:	May 1, 2005

Proposers should be aware that the City wishes to complete the RFP process and finalize a Contract Award in accordance with the schedule referenced in the RFP specifications.

PART III: SPECIAL CONDITIONS

1. RULES AND PROPOSALS: The signer(s) of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

2. VARIANCES: While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of the variances taken will be considered in determining proposal responsiveness, and in allocating proposal evaluation points. (See Evaluation & Award, Part V)

3. CONFIDENTIAL INFORMATION: Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01 F.S., The Public Records Law. Information and materials received by the City in connection with all Proposer's responses shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after the RFP opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

4. INSURANCE REQUIREMENTS: The Contractor(s) shall provide, pay for, and maintain in force at all times during the term of the Contract insurance coverage as follows:

(a) Workers Compensation as required by Florida Statutes for the benefit of Contractor employees. Notwithstanding FS 440.055 any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation Insurance. Exceptions: Workers Compensation Insurance will not be required if the individuals performing the work are a Corporate Officer, sole proprietor or partner. In such case, the firm must provide copies of their waivers as provided by FS 440.05 & 440.055.

(b) Commercial General Liability with minimum limits of one (1) million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be submitted on a form no more restrictive than the latest edition of Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must be on an occurrence basis. Contractor shall provide to the City's Procurement Division original certificates of such coverage with the City named as an "additional insured".

(c) Errors and Omissions Insurance Contractor shall provide the City with evidence of \$1,000,000 combined single limit coverage.

(d) Employee Dishonesty, Theft Disappearance and Destruction of Electronic Fund Transfer Coverages must be provided and maintained with limits equal to or greater than the maximum amount of City funds at the lockbox at any given time.

The Contractor's insurance provider shall directly submit to the Procurement Services Department, 100 North Andrews Ave., Room 619, Fort Lauderdale, FL 33301, original certificates of all

insurance policy coverages, in accordance with the RFP, and receive notification of approval of those certificates by the City's Procurement Department, prior to engaging in any activities under this contract. Contractor(s) insurance shall have no less than thirty (30) days advance written notice to the City of cancellation or material change in coverage.

5. SELLING, TRANSFERRING OR ASSIGNING CONTRACT: No contract awarded under these terms, conditions and specifications shall be sold, transferred, or assigned without the written approval of the City Manager, or designee.

6. ADDITION/DELETION OF SERVICES: The City may require additional services that may not be specifically listed in the RFP. The Contractor agrees to provide such services, and shall provide the City with prices on such additional items based on a formula or method that is the same as, or similar to that used in establishing the prices in this RFP. If the prices or Contractual terms offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors.

7. PERFORMANCE TRIAL AND ACCEPTANCE PERIOD: The City reserves the right to require a performance trial period to determine the Contractor's ability to provide the services, in accordance with the requirements of the contract and to the City's satisfaction.

The trial period may be thirty (30), sixty (60), or ninety (90) days, at the City's option. During this time the successful Contractor will be monitored for compliance, in accordance with all contract specifications, terms and conditions.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor. If the Contractor successfully completes the trial evaluation, the initial Contract period shall commence at the end of the trial period. If the Contractor's performance is determined to be unsatisfactory any time during the trial period, the City reserves the right to terminate the Contractor, and the City shall proceed to the next ranked proposer, under the same Performance Evaluation terms and conditions until a satisfactory performance has been accomplished, and a contract awarded.

8. ADMINISTRATION OF CONTRACT: Overall performance under the resultant contract shall be supervised by the Treasury Division although day-to-day administration of various receivable activities shall be handled by the responsible departmental representatives. If at any time during the contract period, performance is deemed to be unsatisfactory, the Contractor upon notification by the City shall take such steps necessary to perform, as per specifications. If at any time, in the opinion of the Treasurer and the Purchasing Division, there has been a breach of contract, the Contractor shall be notified and a hearing shall be set for a date within fifteen (15) days of such notice.

At that time, the Treasurer and Procurement Director, or designee, shall hear the Contractor and City representatives. The City shall make a determination as to whether or not there has been a breach of contract, and shall direct what further action shall be taken.

If, in the determination of the City, a breach of contract exists the City may terminate the right of the Contractor to proceed under this contract or with such part or parts of the contract as are determined to be in default. The City may hold the Contractor liable for any damages caused to the City by reason of such default or termination.

In the event of a termination, any completed services performed by the Contractor under this Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor shall not be relieved of any liability to the City for damages sustained by the City by reason of any breach of contract by the Contractor. The City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damage due the City from the Contractor is determined.

The Contractor shall not be held liable for damages under this Contract solely for reasons of delay, if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract because of this delay.

9. MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION: It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

If a proposer is considered for award, he/she may be asked to meet with City personnel so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

9.1. Certification by Broward County, Florida: If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the general Conditions, then said awarded contractor/vendor will apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor will provide documentation of application status, and once approved or disapproved by Broward County, will also provide that documentation to the Procurement Division of the City of Fort Lauderdale.

Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal.

See General Conditions, Section 1.08 for MBE and WBE definitions.

Linda—this is a duplicate of #5.

10. SUBSTITUTION OF PERSONNEL: In the event the Consultant wishes to substitute any key personnel for those listed in his proposal, the City shall receive prior notice and shall have the right to review and approve such substitutions.

If the City has reasonable evidence to believe that an employee of the Consultant, working on City property, is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Consultant to resolve the situation to the City's satisfaction. However, the Consultant shall not be required to institute or pursue to completion any action if to do so would violate any law, statute, City ordinance, contract of employment, or union agreement.

11. CONFLICT OF INTEREST: Proposers are required to include a disclosure statement of any potential conflict of interest the firm may have due to other clients, current or former employees,

contracts or interests associated with this project.

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

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

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

13. LOBBYING ACTIVITIES: Any Proposer submitting a response to this solicitation must comply, if applicable, with the City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance C-00-27 may be obtained from the City Clerk's office on the 7th Floor of City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301. The ordinance may also be viewed on the City's website at <http://fortlauderdale.gov/documents.htm>

14. VARIANCES: While the City allows Contractors to take variance to the RFP terms, conditions and specifications, the material nature, number and extent of variances taken will be considered in determining proposal responsiveness, and in the award of proposal points.

See SECTION 1.06 of General Conditions.

15. RFP DOCUMENTS: The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under this contract.

16. PROPOSERS' COSTS: The City shall not be liable for any costs incurred by proposers in responding to this RFP.

17. RULES and PROPOSALS: The signer of the proposal must declare that the only person(s), company or parties interested in the proposal, as principals, are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

18. RECORDS, AUDITS: The accounts and financial records, with respect to the services performed under the Contract, shall be kept separate or identifiable from those relating to the Contractor's other activities. The Contractor shall, with reasonable prior notice, make available, during reasonable business hours, to the City's Representative or Internal Auditor for inspection and audit all records and files relative to this Contract. The Contractor shall maintain and make available such records and files for the duration of the Contract, including any extension terms plus two (2) years.

Such records shall be maintained as an independent certified public accountant would need to examine in order to certify a statement of Contractor's operations according to generally accepted auditing standards.

19. GENERAL CONDITIONS: RFP General Conditions Form G-107 Rev. 7/01 (GC) are included and made part of this RFP as **Exhibit A.**

PART IV – SCOPE OF SERVICES

1.0. Background/General Information: The City of Fort Lauderdale Finance Department (“City”) is currently seeking proposals from Lockbox service providers with a minimum of two years of experience to process the City’s various customer payments. There are currently five types of municipal payments for which the City is soliciting lockbox services:

- Utility Bills
- Fire Inspection Fees
- Alarm Fees and Alarm Registration Fees
- Occupational License Fees
- The City contracts separately with an outside provider (currently Advanced Data Processing, Inc. -ADP) for Emergency Medical Services (EMS) billing and processing. The City’s lockbox services provider must forward any EMS payments received in the lockbox directly to the EMS service provider. The City’s Parking Division recently decided to release its own RFP soliciting proposals for providing lockbox services and additional expanded administrative services. Therefore, this RFP does not include services for the City’s Parking Division.

- 1.1. Additional services may be added in the future using corresponding fees.
- 1.2.
- 1.3. After the initial price protection term, the first three-years of the five year contract period, any and all fee modifications are subject to the approval by the City.
- 1.4. Please provide a sample invoice for the City’s account.

2.0. – 9.0: PROPOSER SHALL RESPOND TO ALL THE FOLLOWING ITEMS IN THE ATTACHMENT TO THE PROPOSAL IDENTIFIED AS EXHIBIT “B”. This attachment is provided as a WORD document for your ease of response preparation. Any appendices to these responses should be properly identified with the paragraph reference number and in this same format.

2.0. Proposer Requirements: Proposer shall provide the City with information to detail the following, in the format as shown below:

- 2.1.0. Company narrative describing past experience providing these services to other clients of equal or comparable size;
- 2.1.1. All persons who will be assigned to the City’s contract, if awarded the Lockbox services, including their resume providing details related to experience with these services;
- 2.1.2. Provide documentation of the proposer’s cash control procedures.
- 2.1.3. Provide the Lockbox servicing locations;
- 2.1.4. Describe the corporate structure of the Lockbox operations.
- 2.1.5. The most recent two years’ Company Financial Statements, as attested to by an independent CPA firm in accordance with Generally Accepted Auditing Standards.

3.0. Mail Processing: Proposers shall provide the following information in a format referencing each of the areas shown below:

Proposals should address each of the following questions from the Bank Administration Institute's (BAI) Lockbox Questionnaire. Also, please indicate if third-party collectors are able to electronically transmit payment and account information directly to the lockbox operations.

3.1.1. Provide the lockbox location(s) (address) that will serve the City.

Does the bidder currently have or plan to establish a lockbox location in Broward County, Florida?

3.1.2. Please describe the flow and processing of mail in the proposer's main (and substations if used) mail facility.

3.1.3. Please indicate separately the post office's processing hours for incoming and outgoing mail during the week and on weekends.

3.1.4. Does the proposer have a unique five-digit ZIP code assigned exclusively for receipt of lockbox items? If not, please state the number of addresses sharing the ZIP code and the monthly volume for the entire ZIP code.

3.1.5. Is the proposer's unique ZIP code included in the post office's first sorting pass?

3.1.6. Can the proposer assign a nine-digit ZIP code by lockbox number?

3.1.7. Is the mail delivered directly to the lockbox from the post office? If not, please describe each delivery phase and the associated time delay.

3.1.8. Please list the proposer's schedule for post office pickups of lockbox mail for weekdays, weekends, and holidays.

3.1.9. Who performs the fine sort per box number, the proposer or the post office? If the proposer sorts the lockbox mail, please describe the proposer's mail sorting operation. (Include manual and automated handling, ability to read bar codes, peak volume, and contingency plans).

4.0. Lockbox processing: Proposer to provide responses in the format as shown below:

- 4.1.0. Please describe the major components of the proposer's lockbox processing procedures. This should include the overall method of processing, what equipment does the proposer use, and what is the output capacity per hour?
- 4.1.1. Please highlight the proposer's quality control checkpoints and the components that are directly controlled by the lockbox manager. Please include a schematic or flow chart of the processing procedures.
- 4.1.2. Please list the major equipment the proposer uses for the lockbox operation, mail sorting, encoding, microfilming, photocopying and cash letter sorting, etc.
 - a) What is the proposer's ledger cutoff time for lockbox deposits?
 - b) What is the latest mail pickup to be included in the last deposit?
 - c) Will the proposer process and deposit all of the City's payments on the same ledger day as received? If not, when are these items deposited? Please describe any priority handling of items for certain lockbox customers (e.g., large-dollar volume customers). How is priority handling determined, and is this a negotiable feature of lockbox processing?
- 4.1.3. Please explain the proposer's procedures for conversion of cash received in the mail to checks, for deposits.
- 4.1.4. Please discuss the proposer's handling of "exception" processing.
- 4.1.5. When are the lockbox peak periods (weekly and monthly), and what arrangements are made to handle the increased volume?
- 4.1.6. Does the lockbox process both wholesale and retail payments on the same equipment? If yes, how are payments prioritized for processing?
- 4.1.7. What are the average monthly output volumes for the proposer's retail lockboxes during the last six months (items, dollars, number of lockboxes, and number of customers)?
- 4.1.8. How many employees (six-month average) are directly assigned to the proposer's lockbox operation?
- 4.1.9. Please break out the total number of employees by shift and by supervision, administration, and production. (Administration should include customer service, mailroom, proof encoding, computer room, photocopying, and other similar non-processing personnel.)
- 4.1.10. What is the seniority of the lockbox supervisors and managers? What was the employee turnover rate (number of employees leaving the department divided by the number of employees authorized in the department) for the lockbox department during the past calendar year?
- 4.1.11. Please describe the proposer's error control system for items within the lockbox.

- 4.1.12. Is there a formal procedure for responding to error and adjustment inquiries from lockbox customers? If yes, please describe this procedure, including the response time and proposer's contact area.
- 4.1.13. In case of an automated system failure, what back-up arrangements does the proposer have for lockbox processing?
- 4.1.14. Please describe any future enhancements to the lockbox service that are currently under development; for example, check processing and fund availability.
- 4.1.15. Please describe the major components of the transit procedures and how they interface with the lockbox. Who is responsible for encoding checks processed by the lockbox?

5.0. Data transmission: Proposer to confirm understanding of the City's requirements, and provide appropriate responses in the format as follows:

- 5.1.0. The current average of City lockbox activity is approximately 45,000 accounts per month, billed in daily cycles. Attachment 7.1 is a chart detailing monthly lockbox activity.
- 5.1.1. The City must receive data files daily, no later than 5:00 p.m. This deadline is especially important because many of the payments received are for utility bills. Water service can be shut off for customers whose payments are delinquent, therefore timely posting of these payments is essential.
- 5.1.2. The City is able to receive the customer record file from the lockbox in a fixed length ASCII file format with a header record transmitted via e-mail. Attachment 7.2 shows the required data file layouts.
- 5.1.3. Please describe the proposer's procedures for the capture and transmission of remittance detail, such as account or invoice number and other data for automated posting of accounts receivable records. Does the proposer retain the actual check in the lockbox until data capture is completed or send the check for collection prior to data capture? Please include the type and quality of equipment used and whether the lockbox manages it. What back-up arrangements exist should the system fail?
- 5.1.4. For how many customers and lockboxes does the proposer provide data capture and tape/transmission output? Please specify numbers by method of delivery.
- 5.1.5. Will the proposer provide customized data formats as well as Bank Administration Institute (BAI) formats?
- 5.1.6. Describe the proposer's programming policies. a) Is programming managed in the lockbox area or from a centralized systems development department? b) Is there a charge for programming?
- 5.1.7. Explain the options that the lockbox has to provide deposit and balance reporting information?
- 5.1.8. For a given day's lockbox activity, at what time of day can the proposer report the total amount that will be credited to the City's account?

5.1.9. How long before our notification deadline does the proposer stop accepting incoming mail for the lockbox?

6.0. IMAGE PROCESSING: Proposer to provide information in the format as shown below:

6.1.0. Describe the proposer's current image processing capabilities.

- a. Do they include on-line access to return and adjustment images?
- b. If not currently available, when does the proposer plan to implement image services?
- c. What are the hardware and software requirements for the City?

6.1.1. Describe the proposer's plans to implement the processing of substitute checks as defined by the Check Clearing for the 21st Century Act (Check 21 Act). When will implementation be complete?

6.1.2. Is proposer capable of using "check digit" data entry for error control?

6.1.3. Is online image searching available? (For example, to look at a customer's check to see which account they noted that it should be applied to.)

7.0. IMPLEMENTATION: Proposer shall provide information in the format shown below:

7.1.0. Provide a copy of all agreements that will be required to initiate Lockbox Services, and copies of all agreements between the proposer and any proposed subcontractors.

7.1.2. Provide a detailed description of the implementation process, including testing and a sample implementation schedule.

7.1.3. What is the lead-time required for implementation, based on an implementation date of January 1, 2005. What are the critical factors that may impact that lead-time?

7.1.4. Describe materials available and/or any on-site training provided by the Lockbox staff.

7.1.5. Does the Lockbox provider assign an implementation team?

8.0. PROPOSER REFERENCES:

8.1.0. Provide five public references, (if possible, where similar services were provided), including the length of time the proposer has provided services, client name, contact personnel, address, and phone number. The City may contact these references during the evaluation process.

8.1.2. Provide a list of clients where similar services were provided who have terminated services in the last three years.

9.0. SAMPLE CONTRACT: If the City will be required to sign any agreement/contract document, a copy of the document shall be included with the RFP response. It is understood that the City reserves the right to modify, change, delete, or add to any portion

or portions of any agreement, in accordance with the City Attorney's recommendations.

Provide a sample of all of the required service contracts for Lockbox services.

PART V - INSTRUCTIONS TO PROPOSERS/REQUIREMENTS OF PROPOSAL

I. Instructions to Proposers:

The City will receive proposals for these services up until the date and time specified in the RFP Schedule.

Proposals may be submitted via electronic format via our web site partner at www.rfodepot.com, or in sealed envelopes clearly marked with the RFP Identification Title and Proposal Number, Opening Date and Opening Time, and the Return Address of the Proposer all clearly marked on the outside of the envelope. All proposals must be received prior to the opening date and time specified in the RFP.

Proposals shall be delivered to:

City of Fort Lauderdale – Procurement Services Department.
100 N. Andrews Avenue, RM. 619
Ft. Lauderdale, FL 33301

II. Corporate Authorization/Registration:

(1) The proposal shall be signed by a representative who is authorized to contractually bind the Contractor. A copy of your Corporate By-Laws, or a letter signed by a corporate officer must be included, if proposal is signed by other than the President, Vice-President or Treasurer.

(2) Proposer shall include a current copy of your State of Florida Corporate Registration, or Certificate of Good Standing from the State in which you are corporately registered.

III. Requirements of the Proposal:

All proposals shall be submitted as specified on the proposal pages included in the RFP document. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

Proposals shall include:

A. **Qualifications & Experience:** Documentation must be submitted to support experience, including other Florida governmental entities; the firm's personnel assigned to this project, and Resumes should be included.

B. Other relevant experience with non-governmental clients who may demonstrate the scope of services and resources available from the proposer.

C. All questions and responses to items as outlined in the Scope of Services, items 2.0 - 9.0 pages 11-15, inclusive.

If submitting a written response:

**PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY
PLUS FIVE (5) COPIES OF THE PROPOSAL PAGES
INCLUDING ANY ATTACHMENTS
THE ABOVE REQUIREMENT TOTALS SIX (6) COPIES OF YOUR PROPOSAL**

PROPOSAL PAGES ARE AS FOLLOWS:

Proposal Summary Pages, including Signature Page

- Financial Proposal – Hard Copy **and on Diskette**

- **Technical Proposal/ Questionnaire & EXHIBIT "B"**

Attachments to your Proposal

PART VI EVALUATION & AWARD

EVALUATION AND AWARD CRITERIA

The City's staff shall conduct an evaluation of all proposers on the basis of the information provided with the proposal and other evaluation criteria as set forth in the RFP.

Evaluation of proposals will be conducted by an Evaluation Committee of qualified City Staff, and other persons selected by the City. The committee will evaluate all responsive and responsible proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals, and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. The committee may determine the need to conduct oral interviews, for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The City may require additional information and Proposers agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The first ranked proposer resulting from this process will be recommended to the Fort Lauderdale City Commission for award.

Award of the contract will be based on certain objective and subjective considerations listed below:

Evaluation Criteria	Maximum Points	Assigned Points
The value of any new product or service suggestions or other new ideas and enhancements. Maximum Points Available 0-2	2	2
Understanding needs and operational requirements of the City. Maximum Points Available 0-3	3	3
Adequacy of controls and protection against loss. Maximum Points Available 0-10	10	10
The experience, resources, and qualifications of the financial institution and individuals. Relevant experience managing similar relationships. Maximum Points Available 0-10	10	10
The results of a blind benchmark mail test measuring mail delivery time to the lockbox location. Maximum Points Available 0-15	15	15
Scope of services. Maximum Points Available 0-30	30	30
Proposed fees and compensation. Maximum Points Available 0-30	30	30
Maximum Total Points Available	Total:	100

PROPOSAL SUMMARY PAGES

TO: The City of Fort Lauderdale

The below signed hereby agrees to furnish the services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal. I have not divulged to, discussed with, or compared this proposal with any other proposer(s) and have not colluded with any other proposer (s) or parties to this RFP. I certify I am authorized to contractually bind the Proposing firm:

Proposal submitted by:

Proposer Name/Legal Entity Registration

Corporate Authorized Signature

Name (Print or Type)

Title

Date

Street Address

City

State

Zip

Telephone Number: _____

Fax No: _____

Principal Contact Person: _____
(Name & Title – if different from above)

Email Address: _____

Phone _____

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

<u>Addendum No.</u>	<u>Date Issued</u>
---------------------	--------------------

MBE/WBE Status as outlined in General Conditions 1.09 and 1.09a Exhibit "A" attached.

MBE: WBE:

Certification Included? YES: NO:

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances: _____

	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
--	--

City of Fort Lauderdale

LOCKBOX SERVICES PROPOSED FEE SCHEDULE

PROPOSER'S NAME & ADDRESS:

	Number of Items Per Month	Enter A Rate In Only One Column:		Total Monthly Charge	Total Annual Charge
		Price Per Each	Flat Monthly Rate		
Item Processing Fees					
Matched Item	23,667			\$0.00	\$0.00
Unmatched Item	2,914			\$0.00	\$0.00
Multiple Item	4,005			\$0.00	\$0.00
Check Only Item	5,826			\$0.00	\$0.00
Wholesale Item	468			\$0.00	\$0.00
Correspondence/Rejects	2,934			\$0.00	\$0.00
Remittance Images	5,474			\$0.00	\$0.00
Photocopies	468			\$0.00	\$0.00
Cash Remittance Payments	16			\$0.00	\$0.00
Transmission Fees					
Transmission Per Record	43,000			\$0.00	\$0.00
Grand Totals:				\$0.00	\$0.00

Give detailed explanations of any additional fees, such as those itemized below. List any other fees that you will charge.

Additional Item Processing Fees

	U/M
Account Maintenance	
Payment Inquiries/Research	
Express Mail Payment	

Image Export and Delivery Fees

One Time Implementation Fee	
Check/Remit CD ROM	

Special Report Fees

Standard Batch Summary Report	
Custom Report	
Deposit Notification (phone, fax)	
Deposit Report - Fax	

Special Dispatch Fees

Messenger Courier	
US Mail	
Overnight Mail	

Programming Fees

Programming	
-------------	--

Other Additional Fees (List Separately Below)

PROPOSAL SUMMARY PAGES - TECHNICAL PROPOSAL/QUESTIONNAIRE

Proposer, please provide responses to the following in the space provided. If additional space is needed, please provide as an appendix to your proposal response, identified by this section.

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

a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

b. list all judgments from lawsuits in the last 5 years which are concerned directly with the staff or part of your organization proposed for the contract.

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

Please refer to Part IV Scope of Services, Paragraphs 2.0 through 9.0 for all information required for Proposer responses. Please follow the same numbering and format as specified for your responses.

Have you included copies of any "sample agreements/form" that the City may be required to sign for lockbox related services? It is understood that all agreements or forms are subject to modification by the City Attorney.

Included: YES: NO:

For ease of use and response, these questions and requirements are included as EXHIBIT "B" IN A WORD DOCUMENT FORMAT.

SEE EXHIBIT "B" ATTACHED.

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

PROPOSER PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL

COMPLETE AND RETURN THE REQUIRED NUMBER OF RFP PAGES AND ATTACHMENTS. A TOTAL OF ONE ORIGINAL AND FIVE COPIES OF THE RFP RESPONSE AND ALL ATTACHMENTS ARE REQUIRED.

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EXHIBIT "B"**TECHNICAL RESPONSE AND QUESTIONNAIRE**

2.0. – 9.0: PROPOSER SHALL RESPOND TO ALL THE FOLLOWING ITEMS IN THE ATTACHMENT TO THE PROPOSAL IDENTIFIED AS EXHIBIT "B". This attachment is provided as a WORD document for your ease of response preparation. Any appendices to these responses should be properly identified with the paragraph reference number and in this same format.

2.0. Proposer Requirements: Proposer shall provide the City with information to detail the following, in the format as shown below:

- 2.1.0. Company narrative describing past experience providing these services to other clients of equal or comparable size;
- 2.1.1. All persons who will be assigned to the City's contract, if awarded the Lockbox services, including their resume providing details related to experience with these services;
- 2.1.2. Provide the Lockbox servicing locations;
- 2.1.3. Describe the corporate structure of the Lockbox operations.
- 2.1.4. The most recent two years' Company Financial Statements, as attested to by an independent CPA firm in accordance with Generally Accepted Auditing Standards.

3.0. Mail Processing: Proposers shall provide the following information in a format referencing each of the areas shown below:

Proposals should address each of the following questions from the Bank Administration Institute's (BAI) Lockbox Questionnaire. Also, please indicate if third-party collectors are able to electronically transmit payment and account information directly to the lockbox operations.

- 3.1.1. Provide the lockbox location(s) (address) that will serve the City.

Does the bidder currently have or plan to establish a lockbox location in Broward County, Florida?

- 3.1.2. Please describe the flow and processing of mail in the proposer's main (and substations if used) mail facility.
- 3.1.3. Please indicate separately the post office's processing hours for incoming and outgoing mail during the week and on weekends.
- 3.1.4. Does the proposer have a unique five-digit ZIP code assigned exclusively for receipt of lockbox items? If not, please state the number of addresses sharing the ZIP code and the monthly volume for the entire ZIP code.

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- 3.1.5. Is the proposer's unique ZIP code included in the post office's first sorting pass?
- 3.1.6. Can the proposer assign a nine-digit ZIP code by lockbox number?
- 3.1.7. Is the mail delivered directly to the lockbox from the post office? If not, please describe each delivery phase and the associated time delay.
- 3.1.8. Please list the proposer's schedule for post office pickups of lockbox mail for weekdays, weekends, and holidays.
- 3.1.9. Who performs the fine sort per box number, the proposer or the post office? If the proposer sorts the lockbox mail, please describe the proposer's mail sorting operation. (Include manual and automated handling, ability to read bar codes, peak volume, and contingency plans).
- 4.0. Lockbox processing: Proposer to provide responses in the format as shown below:**
- 4.1.0. Please describe the major components of the proposer's lockbox processing procedures. This should include the overall method of processing, what equipment does the proposer use, and what is the output capacity per hour?
- 4.1.1. Please highlight the proposer's quality control checkpoints and the components that are directly controlled by the lockbox manager. Please include a schematic or flow chart of the processing procedures.
- 4.1.2. Please list the major equipment the proposer uses for the lockbox operation, mail sorting, encoding, microfilming, photocopying and cash letter sorting, etc.
- a) What is the proposer's ledger cutoff time for lockbox deposits?
 - b) What is the latest mail pickup to be included in the last deposit?
 - c) Will the proposer process and deposit all of the City's payments on the same ledger day as received? If not, when are these items deposited? Please describe any priority handling of items for certain lockbox customers (e.g., large-dollar volume customers). How is priority handling determined, and is this a negotiable feature of lockbox processing?
- 4.1.3. When are the lockbox peak periods (weekly and monthly), and what arrangements are made to handle the increased volume?
- 4.1.4. Does the lockbox process both wholesale and retail payments on the same equipment? If yes, how are payments prioritized for processing?
- 4.1.5. What are the average monthly output volumes for the proposer's retail lockboxes during the last six months (items, dollars, number of lockboxes, and number of customers)?

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- 4.1.6. How many employees (six-month average) are directly assigned to the proposer's lockbox operation?
- 4.1.7. Please break out the total number of employees by shift and by supervision, administration, and production. (Administration should include customer service, mailroom, proof encoding, computer room, photocopying, and other similar non-processing personnel.)
- 4.1.8. What is the seniority of the lockbox supervisors and managers? What was the employee turnover rate (number of employees leaving the department divided by the number of employees authorized in the department) for the lockbox department during the past calendar year?
- 4.1.9. Please describe the proposer's error control system for items within the lockbox.
- 4.1.10. Is there a formal procedure for responding to error and adjustment inquiries from lockbox customers? If yes, please describe this procedure, including the response time and proposer's contact area..
- 4.1.11. In case of an automated system failure, what back-up arrangements does the proposer have for lockbox processing?
- 4.1.12. Please describe any future enhancements to the lockbox service that are currently under development; for example, check processing and fund availability.
- 4.1.13. Please describe the major components of the transit procedures and how they interface with the lockbox. Who is responsible for encoding checks processed by the lockbox?
- 5.0. Data transmission: Proposer to confirm understanding of the City's requirements, and provide appropriate responses in the format as follows:**
- 5.1.0. The current average of City lockbox activity is approximately 45,000 accounts per month, billed in daily cycles. Attachment 7.1 is a chart detailing monthly lockbox activity.
- 5.1.1. The City must receive data files daily, no later than 5:00 p.m. This deadline is especially important because many of the payments received are for utility bills. Water service can be shut off for customers whose payments are delinquent, therefore timely posting of these payments is essential.
- 5.1.2. The City is able to receive the customer record file from the lockbox in a fixed length ASCII file format with a header record transmitted via e-mail. Attachment 7.2 shows the required data file layouts.
- 5.1.3. Please describe the proposer's procedures for the capture and transmission of remittance detail, such as account or invoice number and other data for automated posting of accounts receivable records. Does the proposer retain the actual check in the lockbox until data capture is completed or send the check for collection prior to data capture? Please include the type and quality of

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equipment used and whether the lockbox manages it. What back-up arrangements exist should the system fail?

- 5.1.4. For how many customers and lockboxes does the proposer provide data capture and tape/transmission output? Please specify numbers by method of delivery.
- 5.1.5. Will the proposer provide customized data formats as well as Bank Administration Institute (BAI) formats?
- 5.1.6. Describe the proposer's programming policies. a) Is programming managed in the lockbox area or from a centralized systems development department? b) Is there a charge for programming?
- 5.1.7. Explain the options that the lockbox has to provide deposit and balance reporting information?
- 5.1.8. For a given day's lockbox activity, at what time of day can the proposer report the total amount that will be credited to the City's account?
- 5.1.9. How long before our notification deadline does the proposer stop accepting incoming mail for the lockbox?

6.0. IMAGE PROCESSING: Proposer to provide information in the format as shown below:

- 6.1.0. Describe the proposer's current image processing capabilities.
 - a. Do they include on-line access to return and adjustment images?
 - b. If not currently available, when does the proposer plan to implement image services?
 - c. What are the hardware and software requirements for the City?
- 6.1.1. Describe the proposer's plans to implement the processing of substitute checks as defined by the Check Clearing for the 21st Century Act (Check 21 Act). When will implementation be complete?
- 6.1.2. After the initial term, any and all fee modifications are subject to the approval by the City.
- 6.1.2. Please provide a sample invoice for the City's account.

7.0. IMPLEMENTATION: Proposer shall provide information in the format shown below:

- 7.1.0. Provide a copy of all agreements that will be required to initiate Lockbox Services.
- 7.1.2. Provide a detailed description of the implementation process, including testing and a sample implementation schedule.

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- 7.1.3. What is the lead-time required for implementation, based on an implementation date of January 1, 2005. What are the critical factors that may impact that lead-time?
- 7.1.4. Describe materials available and/or any on-site training provided by the Lockbox staff.
- 7.1.5. Does the Lockbox provider assign an implementation team?

8.0. PROPOSER REFERENCES:

- 8.1.0. Provide five public references, (if possible, where similar services were provided), including the length of time the proposer has provided services, client name, contact personnel, address, and phone number. The City may contact these references during the evaluation process.
- 8.1.2. Provide a list of clients where similar services were provided who have terminated services in the last three years.

9.0. SAMPLE CONTRACT: If the City will be required to sign any agreement/contract document, a copy of the document shall be included with the RFP response. It is understood that the City reserves the right to modify, change, delete, or add to any portion or portions of any agreement, in accordance with the City Attorney's recommendations.

Provide a sample of all of the required service contracts for Lockbox services.

City of Fort Lauderdale

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EXH. "C"

City of Fort Lauderdale
Lockbox Services for Municipal Payments
Number of Monthly Transactions
For The 18-Month Period From October 2002 Through March 2004

Type of Payment	Per Month	Matched Items (Exact Pay)	Unmatched Items (Non-exact)	Checks Only	Multiples	Wholesale Items Processed	Items Returned	Remittance Images	Cash Remittance Payments	Photocopies
Water	Average	22,602	2,782	3,825	5,564		368	0	1	0
EMS	Average					468	1,121	0	0	468
Fire Inspections	Average	273	34	46	67		39	0	0	0
Alarms	Average	259	32	44	64		46	0	0	0
Occ. Licenses	Average	533	66	90	131		103	0	0	0
Totals		23,667	2,914	4,005	5,826	468	2,934	5,474	16	468

Water	Minimum	17,638	2,171	2,985	4,342		266	0	0	0
EMS	Minimum					332	518	0	0	332
Fire Inspections	Minimum	163	20	28	40		15	0	0	0
Alarms	Minimum	21	3	4	5		3	0	0	0
Occ. Licenses	Minimum	0	0	0	0		0	0	0	0
Totals		17,822	2,194	3,017	4,387	332	1,589	3,996	3	332

Water	Maximum	27,141	3,340	4,593	6,681		492	0	6	0
EMS	Maximum					766	2,394	0	0	786
Fire Inspections	Maximum	459	56	78	113		60	0	1	0
Alarms	Maximum	1,998	246	338	492		207	0	0	0
Occ. Licenses	Maximum	4,545	559	769	1,119		447	0	0	0
Totals		34,143	4,201	5,778	8,405	796	5,520	6,983	41	786

Transmission Data File Record Layouts				
Used for Fire Safety, Water, Alarms and Occupational License payment types.				
OCR scan line character position 11 denotes payment type: Fire = 2, Water = 5, Alarms = 8, Occupational = 9				
*** Run Header Format ***				
Description	Field Size (Bytes)	Position		Comment
Item Type Code	2	1	2	Always 60
Run Header Sequence Number	6	3	8	Start at 1, increment for each seq #
Run Number	2	9	10	
Sort Pattern ID Number	10	11	20	Left just/zero fill, 11 th char in scan line
Run Date	6	21	26	MMDDYY
Filler	126	27	152	Zeros
CR/FL	2	153	154	
*** Block Header Format ***				
Description	Field Size (Bytes)	Position		Comment
Item Type Code	2	1	2	Always 50
Header Sequence Number	6	3	8	Should be 2
Current Run Number	2	9	10	
Current Block Number	2	11	12	
Filler	140	13	152	Zeros
CR/FL	2	153	154	
*** Batch Header Format ***				
Description	Field Size (Bytes)	Position		Comment
Item Type Code	2	1	2	Always 40
Header Sequence Number	6	3	8	Should be 3
Batch Number	4	9	12	
Block Number	2	13	14	
Run Number	2	15	16	
Processing Mode	1	17	17	
Substitute Remit Flag	1	18	18	
Batch Submode	2	19	20	
Agency Limit	12	21	32	
Filler	120	33	152	Zeros
CR/FL	2	153	154	
*** Remittance Record Format ***				
Description	Field Size (Bytes)	Position		Comment
Item Type Code	2	1	2	Always 01
Sequence Number	6	3	8	Should be 4 through # of detail recs
Transaction Number	4	9	12	
Sort Pocket	2	13	14	Scan line position 11
Batch Number	4	15	18	
Transaction Amount	12	19	30	Decimal implied
Net Amount	12	31	42	Decimal implied
Gross Amount	12	43	54	Zeros
Constant	16	55	70	Zeros
Payment Type	1	71	71	Scan line position 11
Account Number	11	72	82	Scan line positions 12-22
Filler (zeros)	70	83	152	
CR/FL	2	153	154	

*** Batch Trailer Format ***				
Description	Field Size (Bytes)	Position		Comment
Item Type Code	2	1	2	Always 41
Trailer Sequence Number	6	3	8	Continuation of seq count
Header Sequence Number	6	9	14	Header sequence #, from 40 record
Block Number	8	15	22	Constant "0000030"
Batch Item Count	4	23	26	# of "01" records in batch
Filler	16	27	42	Zeros
Machine Number	2	43	44	Machine ID Number used to sort
Batch Submode	2	45	46	Vendor-assigned batch control number
Filler	4	47	50	Constant "0101"
Item Count	4	51	54	# of "01" records in batch
Debit Item Count	4	55	58	# of "00" records in batch
Filler	4	59	62	Zeros
Amount Paid	16	63	78	Total of "01" record paid amounts
Amount Paid	16	79	94	Total of "01" record paid amounts
Filler	58	95	152	Zeros
CR/FL	2	153	154	
*** Block Trailer Format ***				
Description	Field Size (Bytes)	Position		Comment
Item Type Code	2	1	2	Always 51
Trailer Sequence Number	6	3	8	Continuation of seq count
Header Sequence Number	6	9	14	Header sequence #, from 50 record
Filler	10	15	24	Constant "000000101"
Item Count	6	25	30	# of "01" records in batch
Filler	16	31	46	Zeros
Amount Paid	16	47	62	Total of "01" record paid amounts
Amount Paid	16	63	78	Total of "01" record paid amounts
Filler	16	79	94	Zeros
Item Count	6	95	100	# of "01" records in batch
Debit Item Count	6	101	106	# of "00" records in batch
Filler	46	107	152	Zeros
CR/FL	2	153	154	
*** Run Trailer Format ***				
Description	Field Size (Bytes)	Position		Comment
Item Type Code	2	1	2	Always 61
Trailer Sequence Number	6	3	8	Continuation of seq count
Header Sequence Number	6	9	14	Header sequence #, from 60 record
Filler	8	15	22	Constant "00000101"
Item Count	6	23	28	# of "01" records in batch
Filler	16	29	44	Zeros
Item Count	6	45	50	# of "01" records in batch
Debit Item Count	6	51	56	# of "00" records in batch
Filler	6	57	62	Zeros
Amount Paid	16	63	78	Total of "01" record paid amounts
Amount Paid	16	79	94	Total of "01" record paid amounts
Filler	58	95	152	Zeros
CR/FL	2	153	154	

PLEASE MAKE CHECK PAYABLE IN US FUNDS TO: CITY OF FORT LAUDERDALE



CUSTOMER'S
NAME &
ADDRESS

IF YOU PAY IN PERSON: 100 NORTH ANDREWS AVENUE
CITY HALL - 1ST FLOOR OR
*DRIVE THRU FACILITY

TOTAL AMOUNT DUE	\$145.20
ACCOUNT NUMBER	23011547
AMOUNT ENCLOSED	145.20

MAIL
PAYMENT TO: CITY OF FORT LAUDERDALE
TREASURY - FIRE INSPECTIONS
P.O. BOX 31887
TAMPA, FL 33631-3887



0000145201200230115475

DRIVE THRU LOCATION:
EAST OF CITY HALL IN PARKING LOT.
24 HOUR NIGHT DROP IS LOCATED AT THIS
FACILITY FOR YOUR CONVENIENCE.

DRIVE THRU HOURS:
MONDAY AND FRIDAY
8:00 AM UNTIL 5:00 PM
TUESDAY, WEDNESDAY AND THURSDAY
8:00 AM UNTIL 4:30 PM

OFFICE HOURS:
8:00 AM UNTIL 4:30 PM
MONDAY THRU FRIDAY
CLOSED SATURDAY, SUNDAY AND HOLIDAYS

SAMPLE

"EXH. E"

ATT. MUNICIPAL BILL FOR HATS

PLEASE RETURN THIS STUB WITH REMITTANCE. PLEASE INCLUDE ACCOUNT NUMBER ON CHECK FOR PROPER CREDIT.

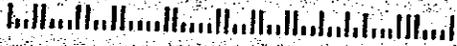


CUSTOMER'S NAME &
ADDRESS

PLEASE MAKE CHECK
PAYABLE IN US FUNDS TO: CITY OF FORT LAUDERDALE

TOTAL AMOUNT DUE	50.00
ACCOUNT NUMBER	028956
AMOUNT ENCLOSED	

MAIL
PAYMENT
TO: CITY OF FORT LAUDERDALE
TREASURY - ALARM SERVICE
P.O. BOX 31687
TAMPA, FL 33631-3687



0000050005800000289564

DRIVE THRU LOCATION:

EAST OF CITY HALL IN PARKING LOT.
A 24 HOUR NIGHT DROP IS LOCATED AT THIS
FACILITY FOR YOUR CONVENIENCE.

DRIVE THRU HOURS

MONDAY AND FRIDAY
8:00 AM UNTIL 5:00 PM
TUESDAY, WEDNESDAY AND THURSDAY
8:00 AM UNTIL 4:30 PM

OFFICE HOURS:

8:00 AM UNTIL 4:30 PM
MONDAY THRU FRIDAY
CLOSED SATURDAY, SUNDAY AND HOLIDAYS

DETACH AND RETURN THIS STUB WITH REMITTANCE. FOR PROPER CREDIT, PLEASE INCLUDE OCCUPATIONAL LICENSE NUMBER ON CHECK.
PLEASE MAKE CHECK PAYABLE IN US FUNDS TO: "CITY OF FORT LAUDERDALE."

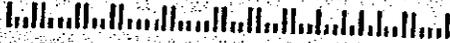


CUSTOMER'S
NAME &
ADDRESS

2003/2004

MAIL
PAYMENT
TO:

CITY OF FORT LAUDERDALE
OCCUPATIONAL LICENSE DIVISION
PO BOX 31889
TAMPA FL 33631-3689



BUSINESS NAME	CEN
BUSINESS ADDRESS	2320 NE 9 ST
LICENSE NUMBER	703019
TOTAL AMOUNT DUE	150.00

\$ 187.50

0000150003900007030191

OFFICE LOCATION
300 NW 1st AVENUE • FORT LAUDERDALE • FLORIDA 33301-1023

FOR PROPER CREDIT PLEASE INCLUDE ACCOUNT NUMBER ON CHECK.



CUSTOMER'S
NAME &
ADDRESS

IF YOU PAY IN PERSON 100 NORTH ANDREWS AVE.
CITY HALL - 1ST FLOOR OR
* DRIVE THRU FACILITY.

MAIL
PAYMENT
TO:

CITY OF FORT LAUDERDALE
MUNICIPAL SERVICES
P.O. BOX 31887
TAMPA, FL 33631-3887



TOTAL AMOUNT DUE	70.60
ACCOUNT NUMBER	30711709143
AMOUNT ENCLOSED	70.60

0000070607530711709143

USE OUR DRIVE THRU FACILITY LOCATED JUST
EAST OF CITY HALL IN PARKING LOT.
24 HOUR NIGHT DROP IS LOCATED AT THIS FACILITY FOR
YOUR CONVENIENCE.

DEM WATTST

DRIVE THRU HOURS
MONDAY AND FRIDAY
8:00 AM UNTIL 5:00 PM
TUESDAY, WEDNESDAY AND THURSDAY
8:00 AM UNTIL 4:30 PM

OFFICE HOURS
8:00 AM UNTIL 4:30 PM
MONDAY THRU FRIDAY
CLOSED SATURDAY, SUNDAY AND HOLIDAYS

**City of Fort Lauderdale
GENERAL CONDITIONS**

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The CITY maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The CITY reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the CITY.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the CITY for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the CITY's terms, conditions, and specifications.
- By receiving a bid, CITY does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the CITY. If any bid contains material variances that, in the CITY's sole opinion, make that bid conditional in nature, the CITY reserves the right to reject the bid or part of the bid that is declared, by the CITY as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The CITY of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in it's purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian

subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

- 1.09(a) **CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded CONTRACTOR/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded CONTRACTOR/vendor shall apply for certification by Broward County, Florida, *Division of Equal Employment and Small Business Opportunity*. CONTRACTOR/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Procurement Services Department of the CITY of Fort Lauderdale.

Part II. DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 **BIDDING DEFINITIONS** The CITY will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the CITY is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the CITY is requesting proposals from qualified Proposers.
BID -- a price and terms quote received in response to an ITB.
PROPOSAL -- a proposal received in response to an RFP.
BIDDER -- Person or firm submitting a Bid.
PROPOSER -- Person or firm submitting a Proposal.
RESPONSIVE BIDDER -- A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER -- A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER -- That Proposer, responding to a CITY RFP, whose Proposal is deemed by the CITY, the most advantageous to the CITY after applying the evaluation criteria contained in the RFP.
SELLER -- Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the CITY.
CONTRACTOR -- Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the CITY.
CONTRACT -- A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT -- Successful Bidder or Proposer who is awarded a contract to provide professional services to the CITY.
The following terms may be used interchangeably by the CITY: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; CONTRACTOR or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the CITY. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the CITY in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidder's, the public, and CITY staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the CITY to determine if the model bid meets the CITY's requirements.
- 3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the CITY.

- 3.04 TAXES:** The CITY of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the CONTRACTOR will furnish the CITY's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the CITY. In such cases, the CITY will be receptive to any unit that would be considered by qualified CITY personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the CITY, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the CITY to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The CITY will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Procurement Department immediately. Such notification must be received by the Procurement Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the CITY will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the CITY within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the CITY and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the CITY may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the CITY may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the CITY may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The CITY reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the CITY of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the CITY to verify the recycled content. The CITY prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the CITY may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The CITY reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The CITY reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashier's check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by CITY in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the CITY will treat all materials received as public records. The CITY's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the CITY and the CITY's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the CITY's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has CITY elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and CITY Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification

of the Bidder and removal of the Bidder from the CITY's bidder lists and prohibition from engaging in any business with the CITY.

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

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

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

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the CONTRACTOR shall within fifteen (15) working days after notification of award, furnish to the CITY a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the CITY of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the CITY thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the CITY, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the CITY and issued in favor of the CITY of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior CITY approval of the requirements to draw against the Letter of Credit.

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

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

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at CONTRACTOR's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the CITY's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All CITY Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the CITY. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The CITY will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after CITY receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if

awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.

- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the CONTRACTOR as a result of any discussions with any CITY employee. Only those communications which are in writing from an authorized CITY representative may be considered. Only written communications from CONTRACTOR's, which are assigned by a person designated as authorized to bind the CONTRACTOR, will be recognized by the CITY as duly authorized expressions on behalf of CONTRACTOR's.
- 5.07 INDEPENDENT CONTRACTOR:** The CONTRACTOR is an independent CONTRACTOR under this Agreement. Personal services provided by the Proposer shall be by employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the CONTRACTOR.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the CITY of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by CONTRACTOR under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR shall violate any of the provisions of this Agreement, the CITY may upon written notice to the CONTRACTOR terminate the right of the CONTRACTOR to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the CONTRACTOR liable for any damages caused to the CITY by reason of such default and termination. In the event of such termination, any completed services performed by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property and the CONTRACTOR shall be entitled to receive equitable compensation for any work completed to the satisfaction of the CITY. The CONTRACTOR, however, shall not be relieved of liability to the CITY for damages sustained by the CITY by reason of any breach of the Agreement by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of setoff until such time as the amount of damages due to the CITY from the CONTRACTOR can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The CITY reserves the right, in its best interest as determined by the CITY, to cancel contract by giving written notice to the CONTRACTOR thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the CITY for payment to a CONTRACTOR is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The CONTRACTOR shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the CITY's Internal Auditor. The CONTRACTOR agrees to make available to the CITY's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful CONTRACTOR shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The CONTRACTOR shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the CITY are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the CONTRACTOR's cost in providing the required items or services, then the CONTRACTOR may request adjustments to the costs to the CITY to reflect the changed circumstances. The circumstances must be beyond the control of the CONTRACTOR, and the requested adjustments must be fully documented. The CITY may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the CITY will reserve the following options:
1. The contract can be canceled by the CITY upon giving thirty (30) days written notice to the CONTRACTOR with no penalty to the CITY or CONTRACTOR. The CONTRACTOR shall fill all CITY requirements submitted to the CONTRACTOR until the termination date contained in the notice.
 2. The CITY requires the CONTRACTOR to continue to provide the items and services at the firm fixed (non-adjusted) cost until

the termination of the contract term then in effect.

3. If the CITY, in its interest and in its sole opinion, determines that the CONTRACTOR in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the CITY reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the CONTRACTOR in default and disqualifying him for receiving any business from the CITY for a state period of time.

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

- 5.17 **ELIGIBILITY:** If applicable, the CONTRACTOR must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the CITY.
- 5.18 **PATENTS AND ROYALTIES:** The CONTRACTOR, without exception, shall indemnify and save harmless the CITY and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the CITY. If the CONTRACTOR uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** CONTRACTOR shall not transfer or assign the performance required by this ITB without the prior written consent of the CITY. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the CITY Manager or selected designee.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

