



The City of Delray Beach
100 NW 1st Street
Delray Beach, FL 33444

PURCHASING DEPARTMENT

REQUEST FOR PROPOSALS

RFP NO.: 2018-033

TITLE: PARKING COUNT AND GUIDANCE SYSTEM (550-38)
DUE DATE AND TIME: July 25, 2018, 2:00 P.M., (LOCAL TIME)

INSTRUCTIONS

Sealed Proposals must be received on or before the due date and time (local time) at the City of Delray Beach City Hall, Front Lobby Reception Desk, 100 N.W. 1st Street, Delray Beach, Florida 33444. Normal City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays.

Submission of Proposals electronically will be through a secure mailbox at BidSync (www.bidsync.com) until the Due Date and Time as indicated in this solicitation. BidSync does not accept electronic Proposals after the Due Date and Time. It is the sole responsibility of the Proposer to ensure its electronic Proposal submission is complete prior to the solicitation Due Date and Time. Electronic submission of Proposals may require the uploading of forms and/or attachments as designated in this solicitation. Electronic submission must include all required forms. The submission of forms and attachments containing embedded documents or proprietary file extensions is prohibited. Proposers submitting electronically shall also submit one (1) electronic version of your Proposal on a CD or USB thumb drive in a usable PDF format to City Hall at 100 N.W. 1st Avenue, Delray Beach, FL 33444, with attention to the Purchasing Department.

All Proposals will be publicly opened at City Hall unless otherwise specified. Each hard copy Proposal submitted to the City shall have the following information clearly marked on the face of the sealed package: Proposer's name, return address, RFP number, due date for Proposals, and the title of the RFP. Included in the envelope shall be a one (1) original hard copy to include a signed original solicitation Summary, one (1) duplicate hard copy, and one (1) electronic version of your Proposal on a CD or USB thumb drive in a usable PDF format. If the solicitation Summary is not included in the package as a hard copy, the City may deem the Proposal non-responsive. Proposals must contain all information required to be included in the submittal, as described in this solicitation.

BROADCAST

The City of Delray Beach utilizes electronic online services for notification and distribution of its solicitation documents. The City's solicitation information can be obtained from: (a) BidSync – www.bidsync.com; (b) Purchasing webpage on the City of Delray Beach [website](#); (c) Request via email purchasing@mydelraybeach.com; or (d) City Hall via hard copies.

Proposers who obtain solicitations from sources other than those named above are cautioned that the Request for Proposals package may be incomplete. The City will not evaluate incomplete Proposal packages. BidSync is an independent entity and is not an agent or representative of the City. Communications to independent entities do not constitute communications to the City. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites. In the event of any discrepancy between information on these websites and the hard copy solicitation documents, the terms and conditions of the hard copy documents will prevail.

CONTACT

Any questions regarding the specifications and solicitation process must be submitted in writing to the Purchasing Department at purchasing@mydelraybeach.com. Requests for clarification and additional information must be received by the Deadline for Submission of Questions on July 16, 2018 at 5:00 P.M.



The City of Delray Beach
100 NW 1st Street
Delray Beach, FL 33444
LEGAL ADVERTISEMENT

REQUEST FOR PROPOSALS NO. 2018-033
PARKING COUNT AND GUIDANCE SYSTEM

The City of Delray Beach is seeking Proposals from qualified firms to provide all equipment, materials, and training necessary for a complete installation of a parking count and guidance system at the Old School Square parking garage, in accordance with the terms, conditions, and specifications contained in this Request for Proposals.

Request for Proposals documents are available beginning June 19, 2018 on the Purchasing Department webpage of the City of Delray Beach website at http://www.mydelraybeach.com/business/purchasing_department.php or by contacting the City Purchasing Department at purchasing@mydelraybeach.com or 561-243-7129.

Sealed Proposal packages must be clearly marked "RFP NO. 2018-033, Parking Count and Guidance System", and delivered to the City of Delray Beach City Hall, Front Lobby Reception Desk, 100 N.W. 1st Avenue, Delray Beach, Florida 33444. The deadline for submission of Proposals is July 25, 2018 at 2:00 p.m. local time. At that time, the Proposals will be publicly opened and the names of Proposers read aloud at City Hall. **Late Proposals will not be accepted and will be returned to the sender.**

The City will hold a Non-Mandatory Pre-Proposal Conference on July 10, 2018 at City Hall, Delray Beach, starting promptly at 1:00 P.M.

It is the responsibility of the Proposer to ensure all pages are included in the submission. All Proposers are advised to closely examine the solicitation package. Any questions regarding the completeness or substance of the solicitation package or scope of services must be submitted in writing via email to purchasing@mydelraybeach.com.

The City of Delray Beach is exempt from Federal and State Taxes for tangible personal property tax.

The City of Delray Beach reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.

CITY OF DELRAY BEACH

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SECTION 1
GENERAL INFORMATION

- 1.1 A Pre-Proposal Conference will be held on July 10, 2018 at 1:00 P.M.:

At
City Hall First Floor Conference Room
Delray Beach, FL 33444

Attendance is recommended but not mandatory for those intending to submit a Proposal. There will not be a site visit following this Pre-Proposal Conference, but Proposers are encouraged to visit the site at their own will.

If you need a sign language interpreter or materials in accessible format for this event, please contact the Purchasing Department at purchasing@mydelraybeach.com or by phone at 561.243.7129 at least five (5) days in advance of the conference.

- 1.2 The purpose of the Pre-Proposal Conference is to provide and solicit information relative to the scope, purpose, nature, and extent of the work, and any local conditions that may affect the work and its performance. Submission of a Proposal shall constitute an acknowledgement by the Proposer that it has thoroughly examined and is familiar with the requirements of this solicitation package.

The failure or neglect of a Proposer to examine the solicitation package shall in no way relieve the Proposer of any obligation with respect to its Proposal or the requirements of the contract. No claim for additional compensation will be allowed which is based on a lack of knowledge of the requirements of this solicitation package or the resultant contract.

END OF SECTION 1

SECTION 2 PROJECT OVERVIEW

- 2.1 The City of Delray Beach, Florida, is soliciting Proposals from qualified Proposers to provide all equipment, materials, and training necessary for a complete installation of a parking count and guidance system at the Old School Square parking garage.
- 2.2 The Parking Facility Services is a division within the Public Works Department of the City of Delray Beach (City). This division will be responsible for the management of the contract for a parking count and guidance system (parking count contract).

The Parking Facility Services inventory for parking spaces includes two (2) parking garages. The parking count contract will pertain specifically to the City's Old School Square (OSS) parking garage, with no immediate plans to expand the scope of this contract beyond the OSS parking garage. The Old School Square (OSS) parking garage has 514 total parking spaces.

The City's goal is to implement a turn-key parking count and guidance solution that provides detailed information and statistics for the ongoing management of parking capacities, and for the analysis of parking usage trends, including current and historical occupancies and length of stay information.

- 2.3 This term of this Agreement shall be from the effective date through the completion of work and full acceptance by the City, unless terminated earlier in accordance with terms set forth in this solicitation.
- 2.4 The method of recommending award for this solicitation will be to the Proposer with the highest ranking or scores, with whom the City is able to negotiate an acceptable Agreement.
- 2.5 The schedule for this solicitation is as follows:

ITEM	EVENT	DATE/TIME
a.	Issue RFP	June 19, 2018
b.	Institute Cone of Silence	June 19, 2018
c.	Non-Mandatory Pre-Proposal Conference City Hall First Floor Conference Room	July 10, 2018 at 1:00 P.M.
d.	Deadline for Delivery of Questions	July 16, 2018 at 5:00 P.M.
e.	Due Date and Time (for delivery of Proposals)	July 25, 2018 at 2:00 P.M.
f.	Completion of Due Diligence	By August 2, 2018
g.	Technical Evaluations SOC Lobby Conference Room	August 9, 2018 at 1:00 P.M.
h.	Presentations (if conducted) SOC Training Room	August 16, 2018 at 1:00 P.M.
i.	Final Evaluations (if presentations conducted) SOC Training Room	August 16, 2018 at 3:00 P.M.

2.6 **MEETING LOCATIONS**

- **City Hall Conference Room** - located at 100 N.W. 1st Avenue, first floor, Delray Beach, FL.
- **SOC Training Room and Lobby Conference Room** - located at the Swinton Operations Complex (SOC) (old Environmental Services Department) Administration Building located at 434 South Swinton Avenue, Delray Beach, FL.

END OF SECTION 2

SECTION 3 GENERAL TERMS AND CONDITIONS

3.1 DEFINITIONS

- a. Proposal: any offer(s) submitted in response to this Request for Proposal.
- b. Proposer: person or firm submitting a response to this Request for Proposal.
- c. solicitation or Request for Proposal: this solicitation documentation, including any and all addenda.
- d. Proposal Submittal forms: describes the goods or services to be purchased, and must be completed and submitted with the Proposal.
- e. City: shall refer to the City of Delray Beach, Florida.
- f. Contract or Agreement: Request for Proposal, all addenda issued thereto, all affidavits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the City and the Proposer.
- g. Contractor: selected Proposer that is awarded a contract to provide the goods or services to the City.
- h. Purchasing Department: Purchasing Department of the City of Delray Beach, Florida.
- i. Responsible Proposer: Proposer that has the capability in all respects to perform in full the contract requirements, as stated in the Request for Proposals, and the integrity and reliability that will assure good-faith performance.
- j. Responsive Proposer: Proposer whose Proposal conforms in all material respects to the terms and conditions included in the Request for Proposals.

3.2 CONE OF SILENCE

Pursuant to Section 2-355 of the Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the City of Delray Beach, all solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential bidders and/or bidders on City solicitations, the City's professional staff, and the City Commission members.

3.3 ADDENDUM

The Purchasing Department may issue an addendum in response to any inquiry received, prior to the due date for Proposals, which changes, adds, or clarifies the terms, provisions, or requirements of the solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those

made in the solicitation document or in the addenda issued. Where there appears to be a conflict between the solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. The Proposer is required to submit with its Proposal a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

3.4 LEGAL REQUIREMENTS

This solicitation is subject to all legal requirements contained in the applicable City Ordinances and Resolutions, as well as all applicable City, State, and Federal Statutes. Where conflict exists between this solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

3.5 CHANGE OF PROPOSAL

Prior to the scheduled due date for Proposals, a Proposer may change its Proposal by submitting a new Proposal (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new Proposal replaces the original Proposal. The new submittal shall contain the letter and all information as required for submitting the original Proposal. No changes to a Proposal will be accepted after Proposals have been opened.

3.6 WITHDRAWAL OF PROPOSAL

A Proposal shall be irrevocable unless the Proposal is withdrawn as provided herein. Only a written letter received by the Purchasing Department prior to the due date for Proposals may withdraw a Proposal. A Proposal may also be withdrawn ninety (90) days after the Proposal has been opened and prior to award, by submitting a letter to the Purchasing and Contracts Director. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

3.7 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Scope of Services, and/or Description of Items, the Proposal Submittal forms, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Submittal forms, the Scope of Services and/or Description of Items, the Special Conditions, and then the General Terms and Conditions.

3.8 PROMPT PAYMENT TERMS

It is the policy of the City of Delray Beach that payment for all purchases by City departments shall be made in a timely manner. The City will pay the selected Proposer upon receipt and acceptance of the goods or services by a duly

authorized representative of the City. In accordance with Florida Statutes, Section 218.74, the time at which payment shall be due from the City shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the City Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the City.

3.9 DISCOUNTS (PROMPT PAYMENTS)

The Proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the selected Proposer during the evaluation period. Proposers are requested to provide prompt payment terms in the space provided on the Proposal submittal forms signature page of the solicitation.

3.10 PREPARATION OF PROPOSALS

- a. The Proposal submittal forms define requirements of the services to be performed or the items to be purchased, and must be completed and submitted with the Proposal. Use of any other forms will result in the rejection of the Proposal. The Proposal submittal forms must be legible. Proposers shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Proposal to be rejected.
- b. An authorized agent of the Proposer's firm must sign the Proposal submittal forms where indicated. **Failure to sign the Signature Page of the Proposal shall render the Proposal non-responsive.**
- c. The Proposer must identify any exceptions it takes to the terms and conditions of the solicitation and contract. Exceptions will not automatically result in the Proposer being deemed non-responsive; however, such a determination is at the discretion of the City. Proposers are cautioned that they may be considered non-responsive if Proposals are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- d. The Proposer may submit alternate Proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal".
- e. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- f. Late Proposals will not be accepted and will be returned to the sender unopened. It is the Proposer's responsibility to ensure timely delivery by the due date and time, and at the place stated in this solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

3.11 CANCELLATION OF SOLICITATION

The City of Delray Beach reserves the right to cancel, in whole or in part, any Requests for Proposals when it is in the best interest of the City.

3.12 AWARD OF CONTRACT

- a. This contract may be awarded to the responsive and responsible Proposer meeting all requirements as set forth in the solicitation. The City reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.
- b. The City reserves the right to reject any and all Proposals if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the City's best interest to do so.
- c. The Proposer's prior performance as a prime contractor or subcontractor on previous City contracts shall be taken into account in evaluating the Proposal received for this solicitation.
- d. The City will provide a copy of the ranking and scores to all Proposers responding to this solicitation.
- e. Award of this Proposal may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- f. The City reserves the right to request and evaluate additional information from any Proposer after the due date for Proposals, as the City deems necessary.

3.13 CONTRACT EXTENSION

The City reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or successful.

3.14 WARRANTY

All warranties express and implied shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the selected Proposer against factory defects and workmanship. At no expense to the City, the selected Proposer shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

3.15 ESTIMATED QUANTITIES

Estimated quantities or dollars are for Proposer's guidance only: (a) estimates are based on the City's anticipated needs and/or usage; and (b) the City may use these estimates to determine the selected Proposer. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any

order for the given amount subsequent to the award of this contract.

3.16 NON-EXCLUSIVITY

It is the intent of the City to enter into an agreement with the selected Proposer that will satisfy its needs as described herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

3.17 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the selected Proposer, continue until completion at the same prices, terms, and conditions.

3.18 PROTEST

a. A recommendation for contract award or rejection of award may be protested by a Proposer. The Proposer may file a written protest with the City Clerk's office. The Proposer shall file its written protest with the City Clerk, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and Proposal number of the solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the City.

b. The written protest must be received no later than seventy-two (72) consecutive hours (excluding Saturdays, Sundays, and legal holidays) after the time of initial posting of the intended award. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Proposer of all rights of protest under this procedure.

c. In the event of a timely protest, the City will not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

3.19 LAWS AND REGULATIONS

The selected Proposer shall comply with all laws and regulations applicable to provide the goods or services specified in this solicitation. The Proposer shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

3.20 LICENSES, PERMITS AND FEES

The selected Proposer shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances,

regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the City or a selected Proposer for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the selected Proposer.

3.21 SUBCONTRACTING

Unless otherwise specified in this solicitation, the selected Proposer shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City shall constitute a material breach of the agreement and may result in termination of the contract for default.

3.22 ASSIGNMENT

The selected Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City. Assignment without the prior consent of the City may result in termination of the contract for default.

3.23 SHIPPING TERMS

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

3.24 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the selected Proposer shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the City or any of its departments. The selected Proposer shall provide physically competent employee(s) capable of performing the work as required. The City may require the selected Proposer to remove any employee it deems unacceptable. All employees of the selected Proposer shall wear proper identification.

It is the selected Proposer's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The City shall have no responsibility to check or verify the legal immigration status of any employee of the selected Proposer.

3.25 INDEMNIFICATION

The selected Proposer shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the selected Proposer or its employees, agents, servants, partners, principals, or subcontractors. The

selected Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The selected Proposer expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the selected Proposer shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

3.26 COLLUSION

A Proposer recommended for award as the result of a competitive solicitation for any City purchase of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the City stating either that the contractor is not related to any of the other parties proposing in the competitive solicitation or identifying all related parties; and attesting that the Proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Proposal, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer. In the event a recommended Proposer identifies related parties in the competitive solicitation, its Proposal shall be presumed to be collusive and the recommended Proposer shall be ineligible for award unless that presumption is rebutted to the satisfaction of the City. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

3.27 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

3.28 TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Request for Proposals (RFP) with or without cause immediately upon providing written notice to the selected Proposer. Upon receipt of such notice, the selected Proposer shall not incur any additional costs under the contract. The City shall be liable only for reasonable costs incurred by the selected Proposer prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."

3.29 TERMINATION FOR DEFAULT

The City reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the selected Proposer fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the selected Proposer must cure any such failure to perform or default. If the selected Proposer fails to cure the default within the time specified, the City may then terminate the subject contract by providing written notice to the selected Proposer. The City further reserves the right to suspend or debar the selected Proposer in accordance with the appropriate City ordinances, resolutions, and/or policies. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Proposer.

3.30 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.31 ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the selected Proposer to submit to an audit by an auditor of the City's choosing at the selected Proposer's expense. The selected Proposer shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours. The selected Proposer shall retain all records pertaining to this contract, and upon request, make them available to the City for three (3) years following expiration of the contract. The selected Proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

3.32 OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all City contracts.

3.33 PRE-AWARD INSPECTION

The City may conduct a pre-award inspection of the Proposer's premises or hold a pre-award qualification

hearing to determine if the Proposer is capable of performing the requirements of this solicitation.

3.34 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, Proposal submittals will be available for public inspection after the opening of Proposals in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The Proposer shall not submit any information in response to this solicitation that Proposer considers a trade secret, proprietary, or confidential. The submission of any information to the City in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection that would otherwise be available to the Proposer. In the event that the Proposer submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Proposal as protected or confidential, the City may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a Proposal non-responsive.

3.35 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the City of Delray Beach with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the City of Delray Beach any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making Protected Health Information (PHI) available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;

- g. Making PHI available to the City of Delray Beach for an accounting of disclosures; and

- h. Making internal practices, books, and records related to PHI available to the City of Delray Beach for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Proposer must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

3.36 ADDITIONAL FEES AND SURCHARGES

Unless provided for in the contract/agreement, the City will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

3.37 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

3.38 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

If the goods or services to be acquired under this solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference.

3.39 BINDING EFFECT

All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

3.40 SEVERABILITY

In the event any term or provision of any contract or agreement entered into pursuant to this Solicitation is found by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall continue to be effective and shall be interpreted and given meaning to the greatest possible extent in the absence of any severed terms or provisions.

3.41 GOVERNING LAW AND VENUE

This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all

proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

3.42 ATTORNEY'S FEES

It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

3.43 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The City of Delray Beach complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.

During the performance of this contract, the selected Proposer agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The selected Proposer shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County, and the federal government.

The selected Proposer further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment, and payment of subcontractors, suppliers, and Proposers in connection with this contract.

3.44 AVAILABILITY OF CONTRACT TO OTHER CITY DEPARTMENTS

It is agreed and understood that any City department or agency may access this contract and purchase the goods or services successful herein. Each City department will issue a separate purchase order to the selected Proposer for the department's specific purchases.

3.45 CRIMINAL HISTORY BACKGROUND CHECKS

Prior to hiring a contract employee or contracting with a Proposer, the City may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Proposer will be required to sign an authorization for the City to access criminal background information. The costs for the background checks shall be borne by the City.

3.46 LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the contract shall be supplied by the selected Proposer.

3.47 MINIMUM WAGE REQUIREMENTS

The selected Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.

3.48 PACKING SLIP AND DELIVERY TICKET

A packing slip and/or delivery ticket shall accompany all items delivered to the City. The documents shall include information on the contract number or purchase order, any back order items, and the number or quantity of items being delivered.

3.49 PURCHASE OF OTHER ITEMS

The City reserves the right to purchase other related goods or services, not listed in the solicitation, during the contract term. When such requirements are identified, the City may request a price quote from the selected Proposer on the contract. The City, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the selected Proposer, another contract Proposer, or a non-contract Proposer.

3.50 PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Proposal opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his/her/its Proposal is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Proposer must, in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Proposal number clearly marked on the outside. The City will not accept Proposals when the entire Proposal is labeled as exempt from disclosure. 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.

The selected Proposer(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statutes, as applicable; failure to do

so shall constitute a material breach of any and all agreements awarded pursuant to this solicitation.

memo, for any additional costs over and beyond the original contract price that were incurred by the City as a result of having to secure the services of another Proposer.

3.51 CONFLICTS OF INTEREST

All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the City of Delray Beach. Further, all Proposers must disclose the name of any City employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Proposers' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Proposer from this solicitation and may be grounds for further disqualification from participating in any future solicitations with the City.

3.56 CORRECTING DEFECTS

The selected Proposer shall be responsible for promptly correcting any deficiency, at no cost to the City, within three (3) calendar days after the City notifies the selected Proposer of such deficiency in writing. If the selected Proposer fails to correct the defect, the City may (a) place the selected Proposer in default of its contract; and/or (b) procure the products or services from another source and charge the selected Proposer for any additional costs that are incurred by the City for this work or items, either through a credit memorandum or through invoicing.

3.52 PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted Proposers list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be successful or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

3.57 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All selected Proposers performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the selected Proposer. Barricades shall be provided by the selected Proposer when work is performed in areas traversed by persons, or when deemed necessary by the City.

3.53 OTHER GOVERNMENTAL AGENCIES

If a Proposer is successfully awarded a contract as a result of this solicitation, the Proposer shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded.

3.58 OMISSIONS IN SPECIFICATIONS

The scope of services or description of items contained within this solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Proposer from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

3.54 COMPLETION OF WORK AND DELIVERY

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the selected Proposer, except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the selected Proposer. In these cases, the selected Proposer shall notify the City of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the City.

3.59 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The selected Proposer hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the selected Proposer in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the selected Proposer are found to be defective or do not conform to specifications, (1) the materials may be returned to the selected Proposer at the Proposer's expense and the contract cancelled; or (2) the City may require the selected Proposer to replace the materials at the selected Proposer's expense.

3.55 FAILURE TO DELIVER OR COMPLETE WORK

Should the selected Proposer fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the selected Proposer and secure the services of another Proposer to purchase the items or complete the work. If the City exercises this authority, the City shall be responsible for reimbursing the selected Proposer for work that was completed and items delivered and accepted by the City in accordance with the contract specifications. The City may, at its option, demand payment from the selected Proposer, through an invoice or credit

3.60 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace,

and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the selected Proposer performing under this contract is required to provide two (2) complete sets of Material Safety Data Sheets to each City department utilizing any products that are subject to these regulations. This information shall be provided at the time when the initial delivery is made, on a department-by-department basis.

3.61 TAXES

The City of Delray Beach is exempt from Federal and State taxes for tangible personal property.

3.62 PROPOSER'S COSTS

The City shall not be liable for any costs incurred by Proposers in responding to this Request for Proposals.

3.63 SUBSTITUTION OF PERSONNEL

It is the intention of the City that the selected Proposer's personnel proposed for the contract shall be available for the initial contract term. In the event the selected Proposer wishes to substitute personnel, the selected Proposer shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the City's approval. In the event the substitute personnel are not satisfactory to the City, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract for cause.

3.64 FORCE MAJEURE

The City and the selected Proposer are excused from the performance of their respective obligations under the contract 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, natural disasters, 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.
- 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 selected Proposer shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

3.65 NOTICES

Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the selected Proposer and the City of Delray Beach.

3.66 FISCAL FUNDING OUT

The City's obligation pursuant to any contract or agreement entered into in accordance with this solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the City.

END OF SECTION 3

SECTION 4

SPECIAL TERMS AND CONDITIONS

4.1 PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit Proposals from qualified firms who can provide all equipment, materials, and training necessary for a complete installation of a parking count and guidance system at the Old School Square parking garage.

The City expects each Proposer to clearly outline its best and most comprehensive resources in its response, because all services and responsibilities identified in this solicitation will be awarded to the selected Proposer.

4.2 ELIGIBILITY

To be eligible to respond to this Request for Proposals and be considered for award, the Proposer must demonstrate, to the satisfaction of the City, that it or the principals assigned to the project are able to perform all work associated with this solicitation.

4.3 INSURANCE

The selected Proposer shall not commence any performance pursuant to the terms of this RFP until certification or proof of insurance has been received and approved by the City's Risk Coordinator or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Delray Beach shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Delray Beach.

The selected Proposer must submit a current Certificate of Insurance, naming the City of Delray Beach as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the City upon expiration.

The selected Proposer shall provide insurance coverage as follows:

a. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Workers Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. The City reserves the right not to accept exemptions to the Workers Compensation requirements of this solicitation.

Employer's Liability Insurance with a limit of not less than \$100,000 for each accident, \$100,000 for each disease, and \$500,000 for aggregate disease.

b. COMPREHENSIVE GENERAL LIABILITY

Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00); and include Products/Completion Liability of One Million Dollars (\$1,000,000). Such certificate shall list the City as additional insured.

NOTE: If Comprehensive General Liability limits are less than One Million Dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than One Million Dollars (\$1,000,000.00).

c. AUTOMOBILE LIABILITY

Automobile Liability Insurance to include owned, non-owned, and hired, with minimum limits of One Million Dollars (\$1,000,000.00) each occurrence.

The selected Proposer must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Delray Beach as an additional insured.

All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida; (b) have agents upon whom service of process may be made in Palm Beach County, Florida; and (c) have a Best's rating of A- VIII or better. All insurance policies shall name the City of Delray Beach as an additional insured. The selected Proposer agrees to notify the City within (5) business days of coverage cancellation, lapse or material modification. All renewal or replacement certificates of insurance shall be forwarded to the City Purchasing Department located at 100 N.W. 1st Ave., Delray Beach, FL 33444.

4.4 PERFORMANCE BOND

Intentionally omitted. A performance bond is not required.

4.5 CERTIFICATIONS

Any Proposer which submits an offer in response to this solicitation shall, at the time of such offer, hold all the required licenses, permits, and certifications issued by the applicable State or County agency qualifying the Bidder to perform the e services described in this solicitation.

The City may at its option, and in its best interest, allow the Proposer to supply any missing information on certification and licensing during the Bid Evaluation period.

4.6 METHOD OF PAYMENT: MONTHLY INVOICES

The selected Proposer shall submit an invoice to the City, each month, after the services has been performed and has been received and accepted by the City. The amount charged shall not be in excess of the rates and fees agreed to in the Agreement.

The date of the invoices shall not exceed thirty (30) calendar days from the performance of the work. Under no circumstances shall the invoice be submitted to the City in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts.

The City prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via wire transfer, ACH (direct deposit), or an appropriate electronic payment method. The City is averse to issuing paper checks and seeks to discontinue this practice. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, *Florida Statutes*, upon presentation of a proper invoice by the awarded Bidder.

4.7 OTHER FORMS OR DOCUMENTS

If the City is required by the selected Proposer to complete and execute any other forms or documents in relation to this solicitation, the terms, conditions, and requirements in this solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the selected Proposer's forms or documents.

4.8 MODIFICATION OF SERVICES

- a. The City reserves the right to delete or modify any portion of the contracted services at any time without cause, and if such right is exercised by the City, the rates and fees shall be reduced at the same ratio as the estimated costs of the services deleted relates to the estimated costs of the service originally contracted. If service has already been provided on the portion of the work to be deleted, the selected Proposer will be paid for the deleted portion based on the estimated percentage of the completion of such portion.
- b. If the selected Proposer and the City agree on modifications or revisions to the service elements, after the City has approved performance of a particular task or project, and a budget has been established for that task or project, the selected Proposer shall submit a revised budget to the City for approval prior to proceeding with the task or project.

4.9 QUALIFICATIONS

- a. Minimum Qualifications
 - i. Proposer has previously provided satisfactory products and services related to this scope of services.
- b. Preferred Qualifications
 - i. Proposer has provided these services within the past five years.
 - ii. Proposer has provided these services to governmental/public entities.

END OF SECTION 4

SECTION 5

SCOPE OF SERVICES

Unless specified as “shall” or “must,” it is suggested that the parking count and guidance system meet the criteria identified herein. However, Proposals recommending various systems are encouraged and will be considered.

5.1 GENERAL INFORMATION AND BACKGROUND

The Parking Facility Services is a division within the Public Works Department of the City of Delray Beach (City). This division will be responsible for the management of the contract for a parking count and guidance system (parking count contract).

Parking Facility Services inventory for parking spaces includes two (2) parking garages. The parking count contract will pertain specifically to the City’s Old School Square (OSS) parking garage, with no immediate plans to expand the scope of this contract beyond the OSS parking garage. The Old School Square (OSS) parking garage has 514 total parking spaces.

The City’s goal is to implement a turn-key parking count and guidance solution that provides detailed information and statistics for the ongoing management of parking capacities, and for the analysis of parking usage trends, including current and historical occupancies and length of stay information.

5.2 LOCATION

- a. The City’s OSS parking garage is located at 180 NE 1st St, Delray Beach, FL 33444. This parking garage uses multi-space smart parking meters (from T2 Systems, Inc.) and license-plate recognition (LPR) technology as a revenue control system. There is no equipment, such as gate-arms, to restrict access to or from this parking garage. The garage is made of concrete.
 - i. The first level (ground floor) consists of office spaces on the north side of the garage, and ground floor parking to the south side of the garage. The ground floor parking area is separated from the other parking garage levels and includes 18 parking spaces with one two-lane access lane to allow traffic to flow both east and west. There is an entrance and exit at both the east and west ends of the ground floor parking area.
 - ii. There are three additional levels to this parking garage, which begin on the second level. There is one entrance and exit, on the west side of the parking garage, that provides access to these upper levels. One two-lane access lane runs throughout the upper levels, with the ramp to each level being in the middle of the parking garage. The second level includes 125 parking spaces, the third level includes 145 parking spaces, and the fourth level includes 98 parking spaces. The fourth level is not covered.

5.3 SELECTED PROPOSER’S RESPONSIBILITY

- a. The selected Proposer shall successfully install vehicle count/monitoring devices (device) for each parking space (stall), as well as interior and exterior parking availability signs that indicate the number of available parking spaces. Signage design, colors, and other technical specifications shall be typical in style and features and approved by the City for use in the parking garage.

- b. The selected Proposer shall provide provisions for data to transmit to a web-based system for viewing by customers, back office and front-line staff, and the ability to generate reports based on real-time data collection.
- c. Overall, the selected Proposer shall provide a parking counting and monitoring system that is proven to increase customer satisfaction, improve driver awareness of available parking in the garage, and reduce "circling" of vehicles in the OSS parking garage. Proposals shall include a warranty for parts and labor. Optional service features offered by the Proposer but not required under the RFP should be itemized separately.
- d. The selected Proposer shall be responsible for obtaining all necessary permits, licenses, and/or registration cards in compliance with all applicable Federal, State, and Local statutes pertaining to the services as specified or required.

5.4 REPAIRS

The selected Proposer shall promptly notify the City of any needed repairs and/or damage to fixtures, building, and appurtenances observed during the performance of the services. Any item of a critical, priority, or emergency nature shall be verbally reported immediately to the City upon discovery, with written notification to follow prior to the end of the work shift.

5.5 EQUIPMENT

- a. Vehicle count devices (device) shall be a set of unified, interconnected devices to count and/or monitor stall availability.
 - i. Devices should be manufactured and installed to withstand extreme weather conditions, including but not limited to unusual heat or cold, thunderstorms, and hurricanes.
 - ii. The devices should illuminate with a light-emitting diode (LED) (or similar) indicator to inform motorists of each stall's occupancy.
 - iii. The indicators should be visible to motorists from a distance of at least 300 feet.
 - iv. The devices should relay vehicle occupancy and/or pass-through information immediately to a database. The database should provide real-time updating of parking availability on web-based applications and exterior signage.
 - v. The devices should be extremely resilient, with an extremely low level of maintenance needs, high level of accuracy, and ability to withstand extreme temperatures, weather conditions, and vandalism without hindrance.
 - vi. It's preferred that the devices are proven to have a level of accuracy of at least 95%.
 - vii. Excluding signage, equipment and apparatus should be positioned inconspicuously to the extent possible without sacrificing accuracy of the system.
 - viii. Device specifications and mounting locations should be consistent with industry standards.
- b. The system shall include signage that accurately and efficiently guides motorists to the closest available parking space, preferably using a combination of LED symbols and digits to provide this guidance.
 - i. Signs should be able to support up to five digits per digital display area, not including commas.
 - ii. Every point of decision for a motorist should include a sign to direct them to the closest open parking space.
 - iii. Signs should be manufactured and installed to withstand extreme weather conditions, including but not limited to unusual heat or cold, thunderstorms, and hurricanes.

5.6 DATA COLLECTION SYSTEM

- a. The data collection system (system) for each should allow for a rich array of reports based on data collected over time. Vehicle counting and/or monitoring devices should deliver a high-level of accuracy in all traffic environments. Proposer should state the percentage of accuracy that will be consistently achieved after final acceptance is issued by the City.
- b. Report display options should include the ability to collect counts and percentages for each location, ability to choose start and end dates and times, and ability to choose report interval(s) (i.e. 15 min, 30 min, and 1 hour).
- c. The data collection system and devices should be able to expand to more locations, particularly with the ability to add an indefinite number of signage displays.
- d. The vehicle-count devices and the data collection system should be proven to work in large urban environments and across various types of parking structures, including, but not limited to, being embedded within various types of concrete and asphalt, if applicable.
- e. Provide redundancy for the storage of data, in the event of a server or network outage.
- f. The system may be proposed to be hosted by the Proposer or by the City.
- g. The data collection system should have the ability to be pre-programmed to turn on or off remotely at certain times of the day, such as evenings or weekends. This includes the ability of the City to control external signage displays remotely.
- h. The system should have the ability to export any reports from the system to various file types, including practical .csv and .xls files.
- i. The system should be provided with the ability to automatically generate reports. The report should be capable of being run at a certain time every day or week. The system should generate the reports and either put them into a desktop folder or allow them to be emailed automatically. The system should be able to generate standard or custom reports.
- j. The system should automatically create a backup file of the database at a recurring specified time and date. The system should also allow for backup files to be created on command.
- k. At a minimum, report options should include:
 - i. Daily, weekly, monthly, and yearly generated reports for easy analysis
 - ii. Historical occupancy counts, length of stay, and turnover
 - iii. Peak counts by minute, hour, day, week or month
 - iv. Time a facility fills to capacity
 - v. Graphs and charts showing occupancy and usage over time
 - vi. Other quality reporting

5.7 SOFTWARE SPECIFICATIONS

- a. The City prefers the software to be web-based.
- b. The software must be able to run on Windows-based computer systems.
- c. The software should have the ability to be managed remotely through secure access with multiple individual user accounts with manageable permissions. The software should also provide for the ability to have multiple administrator accounts to grant permissions and reset passwords.
- d. The software should never email passwords.
- e. The software should provide the ability to set minimum use account password complexity requirements.
- f. The software should require user passwords to be changed on first login after account creation or password reset by a system administrator.

- g. Only system administrators should be allowed to create, delete or otherwise modify user accounts and permissions. If the solution is not self-hosted, all data transferred to and from client PC's to the database and/or application server should be encrypted using industry standards.

5.8 WARRANTY AND SUPPORT FOR HARDWARE AND SOFTWARE

- a. The selected Proposer shall warranty all parts, materials, labor, and workmanship following successful completion, for a minimum period of twelve (12) consecutive months (hereinafter called "initial warranty period"). All-inclusive costs (parts, labor, maintenance, warranty repairs, travel time, expenses, etc.) incurred during the warranty period shall be provided without additional cost to the City.
- b. Costs (time and material) for repair or parts replacement, components, etc., damaged or rendered unserviceable due to apparent and provable misuse, abuse, vandalism or negligence by the City's employees or the public are excluded as a warranty item. Also excluded from the warranty are damages due to force majeure. For services that are excluded from the warranty, or of work provided outside of the initial warranty period, the selected Proposer should provide hourly service rates, by type, as defined below:
 - i. Regular Business Hours - 7:00 AM through 6:00 PM, 7 days a week
 - ii. Outside of Business Hours - 6:00 PM through 7:00 AM, 7 days a week
- c. The City will not pay overtime, weekend, or holiday surcharges.
- d. The initial warranty period shall begin when the parking count and guidance system has been successfully installed, tested, completed and the selected Proposer's has received written notice of formal system acceptance by the City. Prior to formal system acceptance by the City, the selected Proposer shall be responsible for and bear all costs associated with the parking count and guidance system. The selected Proposer shall maintain all systems that are operating prior to starting the initial warranty period at no cost to the City. Maintenance services shall be as defined within the Manufacturer's recommended maintenance procedures manual submitted with the Proposal and as accepted by the City.
- e. The selected Proposer shall provide complimentary maintenance on all systems throughout the initial warranty period.
- f. All preventative maintenance shall be performed at non-peak periods during regular business hours.
- g. The selected Proposer may offer an extended warranty option, to include software upgrades.

5.9 PUSHING INFORMATION TO MOTORISTS

The City wishes to make available a website and/or mobile application, available to the public, that can be used to see real-time parking availability for the OSS parking garage.

5.10 TRAINING

- a. At least two, two-hour training sessions should be conducted onsite for each training component listed below. The first training sessions should begin at the time of the system commissioning. The minimum level of training required includes:
 - i. Operator/car park attendant level training
 - ii. Supervisor level training
 - iii. Training for reporting to the management team
 - iv. Basic trouble shooting and maintenance training

- b. Ongoing training during the warranty period should be offered, including but not limited to, webinars and onsite visits.

5.11 CABLING AND INSTALLATION

The selected Proposer shall furnish and install all necessary cabling and installation components, including but not limited to the following, to provide for successful system installation and operation:

- a. All cabling for power, communications or signal cabling to signage, sensors, indicator lights and the management system.
- b. Communications and power to all signage.
- c. All installation, connection and commissioning of equipment.
- d. All cabling is to be enclosed in metal conduit so that no exposed cabling is in view.
- e. Power supplies, hubs or other controllers must be installed with a keyed switch between the mains power and the device so that the system can be easily isolated to allow safe work after installation.
- f. Any hubs or boxes should be installed either in risers, communications rooms or on ceilings to prevent interference.
- g. Supply of all equipment required to install the system inclusive of lifting gear such as scissor lifts, etc.
- h. The City will not be responsible for the provision of any components, equipment or resources for the installation of the system.
- i. All traffic management measures.
- j. Installation may be performed Monday through Friday only and begin no earlier than 7:00 a.m. and end no later than 4:00 p.m., unless otherwise indicated by the City. Installation hours and days are subject to change due to special events, which will be organized at least seven days in advance.

5.12 SPARE PARTS

- a. The selected Proposer should carry sufficient spare parts in stock to ensure that the City can obtain additional parts 48 hours of placing an order.
- b. The City should not be required to enter into any service level agreements (SLA's) to ensure the price or delivery times of spare parts. It is expected that the selected Proposer shall have sufficient spare parts on hand to meet the requirements of their customers.
- c. The manufacturer should provide a letter of guarantee of spare parts availability for 10 years.

5.13 KEY CONTROL

Keys to City facilities shall not be duplicated, and the selected Proposer shall not allow any keys to be duplicated. Any keys which become lost, missing or stolen shall be immediately reported to the City. Should any keys be lost or stolen, the cost of changing locks or replacing the keys to buildings, rooms, or areas accessible by the lost or stolen keys will be deducted from the selected Proposer's invoice to the City for services provided under the Contract.

END OF SECTION 5

SECTION 6 RESPONSE REQUIREMENTS

6.1 SUBMITTAL REQUIREMENTS

In response to this solicitation, the Proposer should return one (1) original hard copy to include a signed original Solicitation Summary, one (1) duplicate hard copy, and one (1) electronic version of the Proposal on a CD or USB thumb drive in a usable PDF format. Proposers should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed as required. Do not password-protect electronic documents.

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

6.2 REQUIRED INFORMATION

In addition to the information required in Section 5, Scope of Services, Proposers must submit the following information with their Proposals:

SUBMITTAL FORMAT

To facilitate and expedite review, the City asks that all Proposers follow the response format outlined below. Failure to submit your response in the format requested may result in delay evaluating your Proposal. To assist you in preparing your response, the City's selection procedures are also described herein. Proposers must abide by all requirements set forth to avoid any risk of disqualification.

TAB 1 – INTRODUCTION

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm. Provide a positive commitment to provide the required work. The table of contents should follow the cover letter.

TAB 2 – TABLE OF CONTENTS

Include a clear identification of the material included in the Proposal by page number.

TAB 3 – FIRM INFORMATION

- a. Legal contracting name including any dba and state of organization or incorporation.
- b. Ownership structure of Proposer's company (e.g., Partnership, Limited Liability Corporation, Corporation).
- c. Provide, in this section, a completed and executed copy of Proposer's W-9 that includes Proposer's federal identification number.
- d. Contact information for Proposer's Corporate headquarters and any offices in Palm Beach and Broward counties to include the following:
 - i. Address

- ii. City, State, Zip
 - iii. Phone
- e. Contact information for Proposer's primary and secondary representative during this RFP process.
 - i. Name
 - ii. Phone
 - iii. E-mail
 - iv. Mailing Address
 - v. City, State, Zip
- f. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).
- g. Provide the names of the persons who are officers or principals of the company.

TAB 4 – EXPERIENCE, BACKGROUND, AND REFERENCES

- a. Provide the number of years in business providing and installing parking count and guidance systems.
- b. Provide a brief description of Proposer's team, the organization, its structure and philosophy.
- c. Describe Proposer's experience in providing and installing parking count and guidance systems for governmental agencies.
- d. Identify any subcontractors that may be used to accomplish the work. Include the subcontractor's name, their certifications and/or licenses, an overview of their experience and qualifications, and the services the subcontractor will provide to the City.
- e. Describe any significant or unique awards received or accomplishments achieved for previous similar projects.
- f. Provide information on any lawsuits pending or any judgments, in the last five (5) years, which are concerned directly with the firm, the staff, or any part of the Proposer's organization, which are proposed to perform on this contract.
- g. Submit up to five client references for projects with similar scope. References should include the following information:
 - i. Client name
 - ii. Client address
 - iii. Client contact name
 - iv. Client contact phone and fax numbers
 - v. Client contact email address
 - vi. Description of all services provided
 - vii. Performance period
 - viii. Total amount of contract

TAB 5 – PROPOSED SYSTEM AND UNDERSTANDING OF SCOPE

- a. Provide a narrative of the proposed parking count and guidance system, as well as accompanying services, to include but not be limited to the following (in accordance with Section 5):
 - i. Equipment
 - ii. Repairs

- iii. Data collection mechanism(s)
- iv. Software
- v. Warranty and support for hardware and software
- vi. Manufacturer's recommended maintenance procedures manual
- vii. Methods to inform motorists of parking availability
- viii. City staff training
- ix. Cabling and installation
- x. Spare parts
- b. Describe the overall approach to delivering the scope of services and any strategies Proposer proposes to implement.
- c. Explain proposed extended warranty option
- d. Provide details of proposed implementation plan and schedule.

TAB 6 – FEE PROPOSAL

Proposer shall provide a fee proposal to include all costs (including optional costs) associated with the proposed parking count and guidance system using the Fee Proposal Template below. Use additional templates if extra space is required. The selected Proposer will be responsible for its own travel expenses.

- a. Proposer's fee proposal should include the following costs (if applicable):
 - i. Software and software components
 - ii. Data Collection System and system components
 - iii. Hardware (unit prices will be used if spare parts are ordered)
 - iv. Cabling and installation
 - v. Warranty and support
 - vi. Training
 - vii. Motorist notification method
 - viii. Extended warranty option
 - ix. Other labor, including service outside of warranty
 - x. Other recurring fees
 - xi. Other one-time fees
 - xii. Total cost of project, as proposed

(Remainder of page intentionally left blank.)

b. Fee Proposal Template

ONE-TIME COSTS						
Item No.	Description	Unit of Measure	Unit Price	Estimated Qty	Extended Price	Optional (Yes/No?)
1						
2						
3						
4						
5						
6						
RECURRING COSTS						
Item No.	Description	Unit of Measure	Unit Price	Estimated Qty	Extended Price	Optional (Y/N?)
1						
2						
3						
4						
5						
6						
TOTAL COST OF PROPOSED PARKING COUNT AND GUIDANCE SYSTEM (to include one-time and initial recurring costs only)						
		\$				

TAB 7 – ATTACHMENTS

All Attachment/Forms and Affidavits required by this solicitation shall be fully executed by the Proposer and submitted as shown in Section 8 of this solicitation.

END OF SECTION 6

SECTION 7 THE EVALUATION PROCESS

7.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this solicitation. A responsive Proposal is one that follows the requirements of this solicitation, includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

7.2 REVIEW OF PROPOSALS FOR RESPONSIBILITY

Each Proposer will be reviewed to determine if the Proposer is a responsible Proposer. A responsible Proposer is a Proposer which the City affirmatively determines (prior to the award of a contract) has the ability, capability and skill to perform under the terms of the contract; can provide the materials or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meets the qualification requirements in this RFP.

7.3 EVALUATION CRITERIA

Proposals will be evaluated by an Evaluation/Selection Committee that will evaluate and rank Proposals on the criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate City personnel and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge. The criteria are itemized with their maximum scores for a maximum total of **one hundred (100)** points per Evaluation/Selection Committee member.

<u>CRITERIA</u>	<u>MAX. POINTS</u>
a. Experience, Background, and References	40
b. Proposed System and Understanding of Scope	40
d. Interviews (if conducted)	10
g. Fee Proposal	10

7.4 ORAL PRESENTATIONS/INTERVIEWS

Upon initial completion of the criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral presentation(s), the Evaluation/Selection Committee will perform a final review to re-evaluate, re-rate, and re-rank the Proposals remaining in consideration based upon the written documents, combined with the oral presentation. In such circumstances, the initial ranking of the Proposers shall be considered a preliminary ranking until after the oral presentations are completed.

7.5 PRICE OFFERS AND EVALUATION

After the evaluation of the technical areas of the Proposal, the City will evaluate the price aspects of the Proposal. The pricing will be evaluated subjectively in combination with the technical areas of the Proposal, including an evaluation of how well it matches the Proposer's understanding of the City's needs described in this solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest-ranked Proposer. The City reserves the right to negotiate the final terms, conditions, and pricing of the contract as may be in the best interest of the City.

7.6 NEGOTIATIONS

If the City and the Proposer(s) cannot reach agreement on a contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next highest-ranked Proposer(s). This process may continue until a contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations may be required to provide to the City:

- a. Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for any material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b. Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors, is or has been involved with.

7.7 CONTRACT AWARD

Any contract resulting from this solicitation will be submitted to the City Manager or designee, and the City Commission for approval, as appropriate. The contract award, if any, shall be made to the Proposer whose Proposal shall be deemed by the City to be in the best interest of the City. Notwithstanding the rights of protest listed herein, the City's decision of whether to make the award and to which Proposer shall be final.

END OF SECTION 7

SECTION 8 PROPOSAL SUBMITTALS

8.1 FORMS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the City if the Proposer is determined to be the most responsive and responsible Proposer.

- a. Acknowledgment of Addenda
- b. Proposal Submittal Signature Page
- c. Conflict of Interest Disclosure Form
- d. Notification of Public Entity Crimes Law
- e. Notification of Public Records Law
- f. Drug-Free Work Place
- g. Non-Collusion Affidavit
- h. Truth-In-Negotiation Certificate
- i. Sample Performance Bond Format
- j. Sample Payment Bond Format (Intentionally Omitted)
- k. Sample Letter of Credit Format (Intentionally Omitted)

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name

Signature

Name and Title (Print or Type)

Date

PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Street Address:

Mailing Address (if different from Street Address):

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Prompt Payment Terms: _____% _____ days' net _____ days

Signature: _____
(Signature of authorized agent)

Print Name: _____

Title: _____

Date: _____

By signing this document, the Proposer agrees to all terms and conditions of this solicitation and the resulting contract/agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 90 DAYS, AND THE PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, *Florida Statutes*

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach' custodian of public records, contract shall provide the City of Delray Beach with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the Contractor does not transfer the records to the City of Delray Beach. Contractor upon completion of the contract, shall transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Delray Beach, upon request from the City of Delray Beach' custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE CITY CLERK LOCATED AT 100 NW 1ST STREET, DELRAY BEACH, FLORIDA 33444, PHONE NUMBER (561) 243-7000, EMAIL ADDRESS: JOHNSONK@MYDELRAYBEACH.COM.

Acknowledged:

Firm Name

Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

_____ is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is _____ of _____, the Proposer that has submitted a Proposal to perform work for the following:

RFP No.: _____ Title: _____

- b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

- c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

- d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature _____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

Name: _____

Title: _____

Date: _____

Signature: _____

SAMPLE PERFORMANCE BOND FORMAT

Intentionally Omitted

SAMPLE PAYMENT BOND FORMAT

Intentionally Omitted

SAMPLE LETTER OF CREDIT FORMAT

Intentionally Omitted

SECTION 9 SAMPLE AGREEMENT FORMAT

Below is the standard agreement format for this Request for Proposals. This is a sample agreement only and is subject to revisions. **PLEASE DO NOT COMPLETE.**

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ (the "effective date"), by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 NW 1st Avenue, Delray Beach, Florida 33444, and _____, a corporation (hereafter referred to as "Contractor"), whose address is _____.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Request for Proposals No. 2018-033, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSALS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Proposals No. 2018-033 and the Contractor's response thereto, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City's Request for Proposals, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City:
City of Delray Beach
100 NW 1st Street
Delray Beach, Florida 33444
Attn: City Manager
Email: LauzierM@mydelraybeach.com

ii. with a copy to: City of Delray Beach
200 NW 1st Street
Delray Beach, Florida 33444
Attn: City Attorney
Email: LohmanM@mydelraybeach.com

iii. As to the Contractor: _____

Attn.: _____
Email: _____

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

This term of this Agreement shall be from the effective date through the completion of work and full acceptance by the City, unless terminated earlier in accordance with terms set forth in this solicitation.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

CITY OF DELRAY BEACH, FLORIDA

[SEAL]

By: _____
Mark R. Lauzier, City Manager

ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
R. Max Lohman, City Attorney

CONTRACTOR

[SEAL]

By: _____

Printed Name

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification

Notary Public – State of _____

END OF SECTION 9
SECTION 10
EXHIBITS

NONE

END OF SECTION 10

**SECTION 11
SOLICITATION SUMMARY**

The City of Delray Beach
100 NW 1st Street
Delray Beach, FL 33444

PURCHASING DEPARTMENT

SOLICITATION SUMMARY

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the PUBLIC OPENING for this solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Proposal. If subsequent to the opening of Proposals, the City determines that the information contained in the electronic version of your Proposal is different from the information on this Solicitation Summary, the City reserves the right to deem your Proposal NON-RESPONSIVE and remove your Proposal from further evaluation and consideration for contract award.

PROPOSAL INFORMATION

Proposal Number: RFP No. 2018-033

Title: Parking Count and Guidance System

Due Date and Time: July 25, 2018, 2:00 P.M., ET

Name of Proposer: _____

Address: _____

Contact Person: _____

Authorized Signature: _____

Date: _____

By signing and submitting this Solicitation Summary, the Proposer affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Proposer's Proposal to the City of Delray Beach.

**THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ORIGINAL HARDCOPY
IN THE ENVELOPE CONTAINING YOUR PROPOSAL.**

END OF SECTION 11