

Agenda Item: OB-4

Meeting Date: 03/16/16

MEMORANDUM

TO: City Commission

THROUGH: Doug Hutches, Interim City Manager 

DATE: March 7, 2016

FROM: Robert C. Ironsmith, CRA Director

SUBJECT: Draft RFP (Request for Proposal) for Parking Management Pay Stations

PRESENTER: Robert C. Ironsmith, CRA Director

RECOMMENDATION: Receive and discuss draft RFP and authorize staff to go out for proposals for Parking Management Pay Stations

BUDGET IMPACT: The draft RFP calls for the pay stations to be leased under a one year Pilot Program with the lease amounts paid being applied to the purchase price of the system, if the city desires. The City will also have the option of continuing with a lease. The cost for the Pay Station lease is a general fund expense and is expected to be in the range of \$5,000 to \$8,000 per month. The lease would be paid from revenue generated by the pay stations.

PAST ACTION: At the January 7, 2016 City Commission meeting, staff received authorization to prepare a draft RFP (Request for Proposal) for a pay station vendor that would be advertised in early spring of 2016.

NEXT ACTION: Advertise RFP – March 25, 2016
Proposals due to the City – April 26, 2016
RFP's evaluated – April 27, 2016 to May 23, 2016
Commission (Contract) award – June 2, 2016
Pay stations installed – summer of 2016
Pay stations become operational – October 1, 2016

ATTACHMENTS: Draft RFP (Request for Proposal) for Parking Management Pay Stations

BACKGROUND: Over the last 2 years, the City Commission as well as the Community Redevelopment Agency Advisory Committee, the ad hoc Committee

and the Downtown Parking Committee has been viewing various options to address the parking challenges facing downtown; the lack of parking turnover and the lack of parking stock. The loss of parking stock, in particular, has been cited as a number one priority for the downtown, as the City only owns one-third (1/3) of the total parking supply.

While the increased popularity of downtown is a good problem to have, the various entities mentioned above are concerned that the City does not have in place a Parking Management System that would promote parking turnover and increase parking supply.

After much public discussion and several City Commission meetings the City Commission approved moving forward with a Parking Management System with the following authorizations:

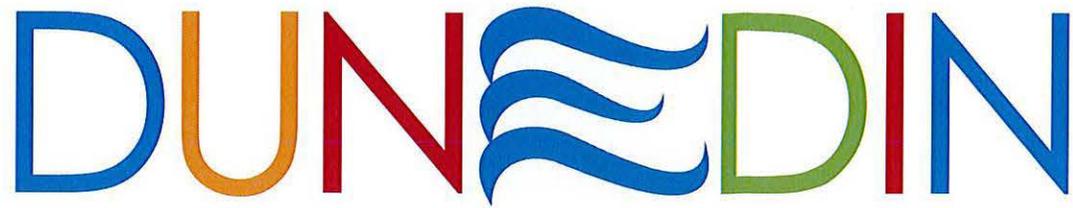
- A hybrid downtown parking map was approved that featured paid and complimentary or free parking areas.
- The allocation of BP settlement funds (\$1,974,674) as a buy down toward a 20 year lease structure that would result in a 195 space parking garage being built on Douglas Avenue. Please note that the buy down amount of \$1,974,674 allows the Community Redevelopment Agency to assume the annual lease payments of \$115,000 for the parking garage as well as the maintenance costs associated with the parking garage beginning in year (4) four.
- Utilize remaining BP settlement funds (\$953,043) for costs associated with the leasing and maintenance of the parking garage during the first 3 years of the parking garage operation. The remaining funds would also go toward enhanced signage and a supplemental consultant report on the analysis of the many parking variables such as rates for off-street and on-street, the enforcement process, etc.

In summary, as the cost to build a parking structure is extremely expensive (up to \$25,000 per parking space), the use of BP funds were approved as a catalyst to enable the Community Redevelopment Agency, thru its budget, to assume future Parking Management System costs (after year 3).

The draft RFP (Request for Proposal) for Parking Management Pay Stations is attached for the Commission to review prior to the RFP being advertised in early spring of 2016. A list of the key highlights of the RFP is provided below and incorporates the recommendations of Walker Parking Consultants who prepared the parking study of Downtown Dunedin:

- Pay stations to be installed in the designated hot spot areas, which include on-street and off-street places.
- Pay stations to utilize and support pay by License Plate Recognition (LPR) technology with an option for pay by space.
- Pay stations to accept coins (quarter only), dollar bills and credit and debit cards (Visa, MasterCard, American Express and Discovery).
- Pay stations to allow for payment by smart phone and also pre-paid magnetic strips multi-cards
- Pay stations to be solar with rechargeable battery and provide wireless communication.
- Vendor to provide back office and data storage features accessible by the City thru a standard web browser.
- The display of units to be back lit for low light conditions.
- Vendor to describe the customer transaction process to ensure device is customer friendly.
- Vendor to provide video showing how the pay station transaction works for a customer. Video to be used on the City's homepage.

Staff recommends reviewing the draft RFP and providing comment along with a motion to advertise the RFP.



Home of Honeymoon Island

CITY OF DUNEDIN

**REQUEST FOR PROPOSAL
SPECIFICATIONS AND INSTRUCTIONS**

**Parking Pay Stations and a Parking Management
Software System**

RFP 16-1063

**PROPOSALS ACCEPTED UNTIL
2:00pm TUESDAY, APRIL 26, 2016**

AT

**DUNEDIN PURCHASING SECTION
750 MILWAUKEE AVENUE
DUNEDIN, FL. 34698**

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
A	Invitation to Bid	3
B	General Requirements	4
C	Specific Requirements	15
D	Response Format	28
<u>EXHIBITS</u>		
A	Reference Information Form	
B	Immigration Status Affidavit	
C.	City RFP Contract	
D.	Proposed Downtown Parking Map	
E.	Pay Station Response Form	

CITY OF DUNEDIN
Parking Pay Stations and a Parking Management Software System
RFP 16-1063

REQUEST FOR PROPOSAL (RFP) PROCEDURES

The City of Dunedin is soliciting proposals from interested and qualified Contractors to provide on-street and off-street parking payment equipment and a parking management and data integration system. The City prefers a “pay-by-plate” system. However, optionally a pay-by-space system may be considered. The City’s goal is to award a contract and begin mid-summer with installation. The new pay stations must accept direct payment using coin, credit, debit and smart cards; interface with pay by phone service; utilize solar power; utilize wireless two-way communications to process transactions; send real time transaction data and alarm information to city systems, and accept remote programming changes.

A voluntary pre-bid meeting will be held at the City of Dunedin Planning & Development Conference Room located in the Technical Services Building 737 Loudon Ave. 2nd Floor Dunedin, FL 34698 at 10:00 am on April 7, 2016. Attendance is voluntary. However, it is strongly recommended that all interested Contractors attend.

Proposals should be based on the attached Scope of Work. The RFP can be picked up at the address below. You may also email your request to cankney@dunedinfl.net or you may download the RFP from www.demandstar.com.

Sealed RFPs. Responses to this request for proposal (please submit one unbound original, five (5) copies and one disc copy) should be submitted in a sealed envelope, clearly identified as:

RFP 16-1063
“Parking Pay Stations and a Parking Management Software System”
2:00PM TUESDAY, APRIL 26, 2016
DO NOT OPEN IN MAILROOM

Responses should be mailed or delivered to: **City of Dunedin**
Municipal Services Building
Purchasing Section
750 Milwaukee Ave.
Dunedin, Fl. 34698

The RFP’s are due no later than the date and time noted above. Any RFP’s received after that date and time may not be accepted. Any individual requiring special assistance must notify the Purchasing Office in writing 48 hours in advance so that arrangements can be made. No proposal shall be withdrawn for a period of ninety (90) calendar days, from the opening date, without the consent of the City of Dunedin, Florida.

Charles H. Ankney, CPPO
Purchasing Agent

SECTION B GENERAL CONDITIONS

Proposers are required to submit their proposals upon the conditions expressed in these instructions. Proposers are warned that the provisions of the RFP Documents will become a part of a Purchase Order the same as if every detail were stated therein.

1. CONTRACTOR'S ABILITY

It is the intent of the City to award the Contract for this work to a Contractor whose experience, skill, and financial resources are fully equal to the task of prosecuting the work in a rapid and satisfactory manner. Upon request by the City, any Contractor shall be prepared to submit an attested statement of his ability, financial status, and history.

2. PROPOSAL GUARANTEE

Decision on the acceptance or rejection of the various proposals will be made as soon as practicable after proposals are received, but the right is reserved by the City to defer action on awarding a contract for ninety (90) calendar days.

3. PROHIBITED INTERESTS

No Member of or Delegate to Congress, or Resident Commissioner or City Employee shall be admitted any share or to any benefit that may arise from this contract, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. No official, employee, architect, attorney, engineer, or inspector authorized for the City to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

4. COLLUSION

The City reserves the right to disqualify proposals, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Proposer. More than one (1) proposal from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Proposers are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Proposers.

5. CONTRACTOR'S OBLIGATION OF EXAMINATION

All of the conditions, which are known to affect the performance of the work, have been shown on the Plans and/or described in the RFP Documents. Upon request, all additional information pertaining to existing conditions in the possession of the City will be shown to the Contractors. However, this information is furnished as a service and the correctness of such information is not guaranteed as to accuracy and completeness.

Contractors are required to examine the RFP Documents, the site of the project, and any other information that may be on file in the offices of the City. No plea of ignorance of conditions that may exist, or of conditions or difficulties that may be encountered under this contract, as a result of a failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the RFP Documents, or will be accepted as a basis for any claims whatsoever for extra compensation.

6. BASIS UPON WHICH PROPOSALS ARE SOLICITED AND AWARDED

Proposals are solicited on the basis of the evaluation criteria set forth in the RFP documents.

The proposal for materials, equipment and work means in place and complete according to the requirements of the RFP Document. The City shall not be liable for any services, sales tax, or any other tax whatsoever that may be levied by the Federal Government, the State Government, or any other private, public, or political agency.

The contract will be awarded to the Contractor that submits a responsive and responsible proposal that best meets the needs of the City as determined by City Staff and City Commission using the Evaluation Criteria. The City's decision will be final. The City reserves the right to informally negotiate certain points of the final contract with a qualified proposer.

7. CONTRACT INFORMATION

The City's standard RFP (Exhibit C) contract shall be used as the basis of contracting for this work. The Contract shall consist of the Invitation to Bid, General Provisions, Bid Forms, Specifications and any required Addendums, Bonds, Insurance Certification, Change Orders, and any other exhibits identified in the specification package, and shall be referred to collectively as the Proposal Documents. In addition, the Contractor's proposal shall be included as part of the contract documents. The provisions of each and all shall become a part of the Contract when awarded by the City of Dunedin, unless specifically objected to by the proposer in his/her proposal. Failure of the Contractor to accept this condition shall result in the cancellation of any award. The laws of the State of Florida shall govern any contract(s) resulting from this RFP and venue shall lie in Pinellas County, Florida.

8. LAWS TO BE OBSERVED

The act of submitting a proposal in response to this RFP shall constitute an agreement by the Contractor that he has made himself familiar with, and shall at all times observe and comply with, Federal, State, and Local laws, ordinances, codes, and regulations that may in any manner affect those engaged, or employed, in the work or which may in any manner affect the materials, equipment, or workmanship used in or upon the work. No plea of misunderstanding will be considered on account of ignorance thereto.

9. ASSIGNMENT OF CONTRACT

The act of submitting a proposal in response to this RFP shall constitute an agreement that no assignment of said contract shall be made without the written consent of the City.

10. CANCELLATION OF CONTRACT

The City of Dunedin reserves the right to cancel this contract without cause by giving ninety (90) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Dunedin.

In addition to all other legal remedies available to the City of Dunedin, the City of Dunedin reserves the right to cancel and obtain from another source, any services which have not been delivered within the period of time stated in the Contractor's proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by the City of Dunedin.

Termination or cancellation of the contract will not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of the contract.

Termination or cancellation of the contract will not relieve the Contractor of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the contract.

The Contractor may cancel the contract with one hundred eighty (180) calendar day's written notice to the City's Purchasing Agent. Failure to provide proper notice to the City may result in the Contractor being barred from future business with the City.

11. PREPARATION OF PROPOSALS

The Contractor's proposal shall be submitted as required by the RFP documents in accordance with these instructions. The proposals must be complete in every detail. All unit item costs must be stated in figures, the total cost for each unit item quantity calculated and stated in figures, the lump sum stated in figures, and the grand total for all items proposed computed and stated in figures if required by the Response Format.

The City reserves the right to correct any apparent error resulting from erroneous multiplication or addition before awarding a contract.

The Contractor shall sign the Response Form (Letter of Understanding) and give his/her address.

A Partnership Contractor must give the names and addresses of all partners and the Response Form must be signed by at least one person who shall designate himself as a partner. When a firm submits a response, all of its members must sign the Response

Form, or if they choose, any member having binding authority to do so may sign the proposal and describe themselves as doing business under a firm name and style.

A Corporation must name the state in which its articles are held. The Response Form must be signed in the name of, and under the seal of, the corporation, by a duly authorized officer or agent of the corporation and his address must be given. Such officer or agent must present legal evidence that he has lawful authority to sign said proposal and that the signature is binding upon the corporation and that the corporation has a legal existence. In the event that any corporation, organized and doing business under the laws of any foreign state, is a successful Respondent, such corporation shall present evidence before a Purchase Order for said work is executed, that it is authorized to do business in the State of Florida.

12. REJECTION OF PROPOSALS

The City reserves the right to reject any proposal containing any omission, addition, extension, erasure, alteration, or irregularity of any kind. The City reserves the right to reject any or all responses and to waive any irregularity, variance or informality whether technical or substantial in nature, and to accept or reject any item or combination of items, in keeping with the best interests of the City.

The judgment of the City shall be final in determining the capability, experience, and ability of the Contractor to successfully and properly prosecute the proposed work. Failure to convince the City of such capacities shall result in the rejection of the response.

13. INQUIRIES AND ADDENDA

Each Contractor shall examine the RFP documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to this RFP shall be made through the City of Dunedin's Purchasing Agent, Chuck Ankney, at 750 Milwaukee Ave. Dunedin, Fl. 34698: or fax to 727-298-3078. Inquiries must be submitted no less than ten (10) calendar days before the proposal due date. The City shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, the City will attempt to notify all prospective Contractors who have requested a copy of the RFP. However, it shall be the responsibility of each Contractor, prior to submitting a response, to contact the City of Dunedin's Purchasing office (727-298-3077) to determine if addenda were issued and to make such addenda a part of the response.

14. INSURANCE REQUIREMENTS

At the time the Contractor delivers the above contract agreement and bonds to the owner, the Contractor shall also deliver to the Owner such Certificate(s) of proof of the required insurance coverage as may be set for in the General Provisions Section of the Contract Documents.

If the Contractor engages a Subcontractor to perform any portion of the work, the Contractor may at his/her option, extend his/her insurance coverage to the Subcontractor, however, verification of the extended coverage must be so stated on the Certificate(s) furnished to the City by the Contractor.

Should the Contractor require any Subcontractor to furnish their own proof of the proper and required insurance coverage, the Certificate(s) must be presented to the Owner for approval prior to any work being accomplished by the Subcontractor. Compliance with the provisions of this paragraph is the sole responsibility of the Contractor. If the Owner has not received certificates of insurance for any Subcontractors at the time of commencement of the work, the Owner will presume the Contractor has extended his/her insurance coverage to the Subcontractor and verification of such extended coverage shall be stated on the Certificate(s) of Insurance provided to the Owner.

A. General

Before starting and until acceptance of the work by the City, the Contractor shall procure and maintain insurance of the types and the limits specified in paragraphs (1) through (5) below.

The Contractor shall require each of his/her subcontractors to procure and maintain, until completion of that subcontractor's work, insurance of types and to the limits specified in paragraphs (1) through (5) below. It shall be the responsibility of the Contractor to ensure that all subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors.

B. Coverage and Limits:

1. Insurance

The Contractor and subcontractors shall provide the following described insurance, except for coverage specifically waived by the City, on policies and with insurers acceptable to the City.

These insurance requirements shall not limit the liability of the Contractor. The City does not represent those types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers' compensation, the Contractor's and subcontractor's insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this contract or agreement.

The Contractor and subcontractor's waive their rights of recovery against the City, to the extent permitted by its insurance policies.

The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City

The Contractor's and subcontractor's deductibles/self-insured retention shall be disclosed and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

Minimum Limits for Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence and a \$2,000,000 policy aggregate for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' Compensation Coverage section) and the total amount of coverage required.

2. Commercial General Liability

The occurrence form of Commercial General Liability must be provided.

Coverage A shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement or contract, and broad form property damage coverage.

Coverage B shall include personal injury, coverage C, medical payments, is not required.

3. Products/ Completed Operations Coverage

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this contract or agreement, for a minimum of three years beyond the City acceptance of renovation or construction projects.

4. Business Auto Liability

Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use.

5. Workers Compensation Coverage

The Contractor and subcontractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee/\$1,000,000 policy limit for disease.

The Contractor shall also purchase any other coverage required by law for its employees.

C. Additional Insurance:

The City requires the following additional provisions or types of insurance to afford added protection against loss which could affect the work being performed.

1. Builders Risk (not required for this project)

Builders Risk Insurance is to be purchased to cover the property for all risks of loss, subject to a waiver of coinsurance, including coverage of risks indicated in the Installation Floater and Motor Cargo Insurance described hereafter, if such coverage is not separately provided.

The Builders Risk Insurance is to be endorsed to cover the interests of all parties, including the City and all Contractors and subcontractors as their interests may appear. The insurance is to be endorsed to grant permission to occupy.

2. Installation Floater Insurance

Installation Floater Insurance is to be provided to cover damage or destruction to equipment being installed or otherwise being handled or stored by the Contractor. The amount of coverage should be adequate to provide full replacement value of the equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

3. Motor Truck Cargo Insurance

If the Installation Floater Insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation Insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

D. Hold Harmless:

The Contractor shall hold the City, its employees, agents and elected officials harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the contract

including the acts of the subcontractors, unless such claims are a result of the City's own negligence.

1. Consideration for Hold Harmless/Payment on Behalf

The Contractor agrees to accept, and acknowledge as an adequate amount of remuneration, the consideration of \$10 for agreeing to the Hold Harmless, Payment on Behalf of City, Insurance and Certificates of Insurance provisions in this agreement or contract.

The City requires the following additional provisions or types of insurance to afford added protection against loss which could affect the work being performed.

2. Payment On Behalf Of City

The Contractor agrees to pay on behalf of the City, and to pay the cost of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

E. Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance. New Certificates of Insurance shall be provided to the City by the insurance company and the Contractor at least 15 calendar days prior to coverage renewals.

If requested by the City, the Contractor or subcontractors shall furnish complete copies of the Contractor's or subcontractor's insurance policies, forms and endorsements. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

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 required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

F. Insurance of the Contractor Primary

Insurance required of the Contractor or subcontractors or any other insurance of the Contractor or subcontractors shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of City, Insurance, Additional Insurance and Certificates of Insurance provisions of this agreement or contract.

G. Loss Control and Safety

Precaution shall be exercised at all times by the Contractor and subcontractors for the protection of all persons, including employees, and property. The Contractor and subcontractors shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should be reasonably be expected. The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the City's Workers' Compensation Coverage.

15. EXCEPTIONS

Proposers are cautioned that if they wish to take exception to any of the terms or conditions of this Request for Proposal, such exception must be filed with the proposal. Failure to file exception to these provisions with the proposal may lead the City of Dunedin to rule that items not noted as exceptions are non-negotiable.

16. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Contractor. No payment will be made for any responses received, or for any other effort required of, or made by, the Contractor prior to contract commencement.

17. DISPUTE AND COMPLAINT

All complaints or grievances should be first submitted in writing to the Purchasing Agent who will take prompt remedial action. The Purchasing Agent shall investigate the validity of the complaint and present the findings in writing to the Contractor. If the Contractor is dissatisfied with the Purchasing Agent's remedies, he/she may then make a written appeal to the City Manager who will investigate and respond in writing. This policy does not preclude consideration of legal questions in connection with any decisions made by the City.

18. LOBBYING

Lobbying of Evaluation Committee members, City of Dunedin employees, or elected officials regarding Request for Proposals (RFP's), Bids or Contracts, by the proposer/bidder or any member of the proposer's/bidder's staff, an agent of the proposer/bidder, or any people employed by any legal entity affiliated with an organization that is responding to the RFP, Bid or Contract is strictly prohibited upon advertisement and shall be prohibited until a written recommendation of award is made. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any RFP, Bid or Contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any RFP proposal, Bid or Contract to be rejected.

19. INSPECTION/EXAMINATION OF PROPOSALS

Proposals will not be available for public inspection until such time as there is a notice of decision or intended decision of award or within thirty (30) calendar days of the opening date, whichever is earlier (Reference Florida Statutes Chapter 119.071 (1)(b), unless authorized by the Purchasing Agent. Additionally, items specifically designated as "trade secrets" in compliance with Fla. Stat. Chapter 812.081 are exempt from Florida's Public Records Law (Fla. Stat. Chapter 815.045).

20. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list

21. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or Contractor under contract with any public entity, and may not transact business with any public entity.

22. WITHDRAWAL OF PROPOSAL

A Proposer may withdraw his/her proposal without prejudice to himself no later than the day and hour set in the "Request for Proposal" by communicating his purpose in writing to the City at the address given in the "Request for Proposal". When received, it will be returned to him unopened. No proposal may be withdrawn after the time and date set for proposal submission.

23. REFERENCES

The Contractor shall provide three references from companies or government entities at which they have provided this service. Please use Exhibit A to provide this information. These references will enable the City to judge the Contractor's responsibility, experience, skill, and business standing. The City reserves the right to reject any proposal when, in its opinion, the Contractor has insufficient experience, responsibility, skill, or business standing to perform the proposed work in strict compliance with the specifications, or when the information provided is insufficient for making a judgment.

24. PAYMENT TERMS

The City's payment terms are net 30. Contractors are encouraged to offer additional discounts for faster payment. All invoices for payment shall be sent to the City's Finance Department at:

City of Dunedin
Attn. Finance Department
P.O. Box 1348
Dunedin, Fl. 34697-1348

The City prefers to make payment electronically via ACH or credit card. Please discuss your ability to accept these payment methods in your response (Section 5).

25. PROTECTION OF RESIDENT WORKERS

The City of Dunedin supports the Federal Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. The Contractor is held responsible to establish appropriate procedures and controls so no service under this contract will be performed by any worker who is not legally eligible to perform such services.

The City of Dunedin shall have the right to immediately terminate an agreement if the City determines that the Contractor has failed to perform satisfactorily with respect to its employment practices in support of INA.

Contractors shall be required to confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors. Bidders shall return an executed copy of the "Immigration Status Affidavit" (Exhibit B) form, included with these bid documents, with their bid.

SECTION C

SPECIFIC REQUIREMENTS

1. Background

The City of Dunedin is a Florida municipality located on the Gulf of Mexico just north of Clearwater, Fl. in Pinellas County. The City has a population of approximately 37,000 people in a ten square mile area. Dunedin currently does not charge a fee for parking on street or for any of our surface lots.

2. Scope of Work

Through this Request for Proposal (RFP), the City of Dunedin desires to solicit proposals from interested and qualified vendors to provide on-street and off-street parking payment equipment and a parking management and data integration system. The City's preferred solution is a pay-by-plate system. However, a pay-by-space system may be considered. The City's goal is to award a contract and issue a Notice to Proceed so that installation can begin in mid-summer. The system shall be installed and operational by October 1, 2016.

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

2.1 Project Scope: The City is seeking proposals to provide and install pay stations in the City's downtown area which includes on-street, off-street and surface lots. A "Proposed Downtown Parking Map" (Exhibit D) has been included with this RFP. The Parking Map indicates the following:

- Location of the public parking
- Number of spaces per location

As part of the Contractor's response, the Contractor should provide a list of the proposed number and types of pay stations required for each paid parking lot/area. The included Parking Map is subject to change. The City makes no guarantee of the quantity or type of equipment to be purchased and/or leased.

Submittals should address a power and communication solution. The City's goal is to award a contract and have a completely operational system by October 1, 2016.

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

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

2.4 Staging and Execution of The Work: Closures, regulating, and coordinating this work are the most critical aspects of this project. The Contractor shall meet with City representatives before any work begins to establish an area or areas to store materials for the work that minimizes public impact. During the work every effort shall be made to reduce the impact on pedestrian, vehicular routes and/or parking spaces. As part of this effort, no area shall remain closed and unusable unless work conditions or safety mandate this need.

2.5 Training: The Contractor shall provide training on an individual location basis or in a group setting as approved by the CITY. The Contractor shall provide the CITY additional training, if needed or as requested by the CITY at prevailing rates throughout the length of the Contract. Additional training shall be determined by the CITY's need and provided based on practicality and reasonableness. The Contractor shall provide a training program for the CITY's technicians and staff responsible for:

- Installation, start up, and maintenance of the units.
- Cash collection.
- Parking usage report generation.
- Programming rates, valid parking times, etc., through the management software.
- Monitoring the equipment.
- Data file collection, credit card file downloading, system monitoring and auditing, set up and maintenance of user account passwords, etc.
- The awarded Contractor shall provide a thorough outline of the training content and provide a training schedule for both software and hardware. The schedule shall include periodic refresher training (continuing education), including, but not limited to, emphasis on particular areas of the CITY's choice and upgrades of software and/or hardware.

The Contractor shall provide a “How to use the Pay Station” video to be posted on the City’s website. The purpose of the video will be to demonstrate the use of the pay station to the general public.

3. General System Operational Requirements

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

3.1 Payment Options

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

3.2 General Requirements

- 3.2.1 Provide ADA compliance for on-street purchase transactions.
- 3.2.2 Support pay by license plate parking.
- 3.2.3 Be solar powered, with rechargeable battery and wireless communications provided by the vendor as a communications service, and the ability to be hardwired if needed for better communication.
- 3.2.4 Communicate real-time alerts concerning maintenance and collections conditions and failures to designated City staff via email or text.
- 3.2.5 Be supported by a back office data storage, management and analysis system accessed by the City via a standard web browser.
- 3.2.6 Report transactions in real-time and have the back office application function as the system of enforcement payment record for pay by phone and pay by license transactions.

3.3 Pay Station Housing

- 3.3.1 The pay station housing will be water resistant to saltwater beach standards.
- 3.3.2 The housing will be fabricated of corrosion resistant material suitable for the Dunedin Gulf of Mexico environment.
- 3.3.3 The surface will be of a graffiti resistant finish, easily cleaned without discoloring.

- 3.3.4 The maintenance compartment and collection vault will be separated with separate access doors and keys.
- 3.3.5 The access doors, hinges and housings will be vandal resistant.
- 3.3.6 The collection door lock will have high security, anti-drill protection.

3.4 Maintenance Compartment

- 3.4.1 The component layout will support ease of access for maintenance troubleshooting and replacement.
- 3.4.1 The components will be modular and support rapid field replacement.
- 3.4.2 The City prefers there be a method to manually access the maintenance vault in the event of an electronic lock failure.

3.5 Collection Vault

- 3.5.1 The vault door will have an electronic lock. The City prefers there be a method to manually access the collection vault in the event of an electronic lock failure.
- 3.5.1 Opening the vault door will generate a back office report that includes an identification of the key used for the entry.

3.6 Coin Validator

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

3.7 Card Reader

- 3.7.1 The pay station will accept credit/debit card payments using a real time Level 1 PCI vendor managed authorization process.
- 3.7.2 The customer will retain control of their card throughout the swipe process.
- 3.7.3 The card reader will be capable of reading magnetic strip with contactless and chip-based cards as optional features.
- 3.7.4 If the card slot is inoperable, the pay station will still accept coin payment

and display an appropriate customer service message on the pay station display.

- 3.7.5 Describe pay station's ability to sense a card reader failure and issue a maintenance alarm.
- 3.7.6 The pay station shall provide the user with the option to print receipts on demand.

3.8 Power Supply

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

3.9 Display

- 3.9.1 The display will be back lit in low light situations.
- 3.9.2 The display screen will be protected against scratching and graffiti.
- 3.9.3 Describe the maximum capacity of characters, lines, and fonts on display.
- 3.9.4 The display will have the capability to display messages supplied and downloaded from back office software.
- 3.9.5 The primary on-screen display will be in English. Describe any capability of displaying different languages.
- 3.9.6 Displays will be legible in bright sunlight and dark evenings.
- 3.9.7 Describe expected life of the display unit.

3.10 Coin Canister

- 3.10.1 The collection will be performed via a portable cash box system.

- 3.10.2 The canister will be equipped with a self-locking mechanism.
- 3.10.3 The security lock system will be separate from the pay station's other compartments.
- 3.10.4 Describe the coin capacity of the canister.

3.11 Keypad

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

3.12 Wireless two-way communications

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

3.13 Parking rate structure requirements:

- 3.13.1 The City has yet to determine the rate structure or hours of operation.
- 3.13.2 Rate must show on display in initial greeting screen or in other obvious location.

3.14 Electronic components

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

3.15 Mounting

- 3.15.1 Describe the method of installing and securing the pay station in its

operating location, including required mounting surface. Please include any City responsibility for preparation of the installation locations, if applicable.

3.16 Customer Interface

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

3.17 Back Office Operations

- 3.17.1 The back office application software will be web-based and hosted by the selected vendor, using North American English language descriptions.
- 3.17.2 Describe any limitations on the number of authorized City staff permitted to have access to the back office system.
- 3.17.3 The system will have an access management administration feature to grant and control access to data and operational management.
- 3.17.4 General vendor back office application upgrades will be provided to the City at no cost during the term of the contract.
- 3.17.5 The back office system will provide real-time transaction and alarm data available for lookup.
- 3.17.6 Credit card transactions approved off-line due to a wireless

communications interruption will be identified in the transaction data.

- 3.17.7 Pay station rate and configuration updates will be managed solely through the back office parking management system. No pay station visits will be required.
- 3.17.8 Describe the process for City staff to use the back office application to setup and send new rate structures, hours of operation, and messages to single or groups of pay stations.
- 3.17.9 Describe the quality control protocols used/available for such issues as ensuring the pay stations are charging the correct rate, are completing credit card transactions, are accepting all credit cards they are supposed to accept, are transmitting all credit card transactions to the banking institution, and are transmitting transaction data in real time for accurate enforcement.

3.18 Reporting

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

3.19 Alarms

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

3.20 T. Data Security

- 3.20.1 Describe the standards employed for transmitted data encryption.
- 3.20.2 Describe the type of transaction information stored on the pay station, when that information is transferred to the back office system, how the

data transfer is confirmed and how/when information is deleted from the pay station.

- 3.20.3 Describe vendor status and annual review process for compliance with Verification of Payment Card Industry – Data Security Standards (PCI_DSS).
- 3.20.4 Software upgrades necessary to maintain PCI-DSS compliance will be provided to the City at no cost during the entire term of the contract.
- 3.20.5 Access to credit card transaction data by City staff will be through a security controlled standard web browser interface.
- 3.20.6 Describe the vendor’s transaction data storage retention policy and storage period.
- 3.20.7 Describe the vendor’s recommended pay station credit card processing system.
- 3.20.8 Describe the vendor’s credit card processing system and the period of time between the completion of a transaction and the fund deposit in the City’s bank account.
- 3.20.9 Describe server locations and reliability; discuss any issues that have affected or may affect pay station function.
- 3.20.10 Describe data backup and recovery.
- 3.20.11 Is regular system penetration testing conducted on the system?

3.21 Data Management and Access

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

3.22 Technical Support

- 3.22.1 Twenty four (24) hour technical support to assist in diagnosing problems

and correcting outages from the pay station. If the problem is one that is difficult to resolve, having the ability to remote into the system to analyze and diagnosis problems is essential.

3.22.2 In the event a pay station is not functioning after 48 hours, a response team from the vendor will be available to address the issue promptly.

3.23 Optical Character Recognition (OCR) Software

3.23.1 When a license plate is scanned, the OCR software shall automatically search the appropriate database (Division of Motor Vehicles, etc.) for a match. If a match is found, the customer and vehicle information shall be automatically entered into the proper data fields without additional keying by enforcement personnel.

3.23.2 The OCR software shall have the ability to save all license plate images (regardless if a violation has occurred) for a configurable amount of time.

3.23.3 The OCR software shall have the ability to process images in real time or near real time.

3.23.4 The OCR capabilities shall provide at a minimum the individual characters of the license plate and state with a 99% confidence.

3.23.5 OCR results that cannot be located on a paid list of license plates shall auto populate data entry fields with OCR results to begin the ticketing process; however, the system shall support a user confirmation (i.e. accept/reject) of system generated OCR results.

3.23.6 OCR results with less than 99% confidence will require user confirmation of OCR results prior to beginning the ticketing process.

3.23.7 Each image associated file name or data file shall include at a minimum: transaction sequence number, location/lot ID, and data/time stamp to the second. The City desires embedding some or all of this information on the image or within a packaged file.

3.23.8 The images shall be saved in an open standard file format (e.g. PNG, JPEG, GIF or TIFF).

3.23.9 An audible tone (configurable) shall be emitted from the LPR device when an OCR results in a violation.

4.0 Ongoing Warranty and Technical Support Requirements

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

4.1 A maintenance training program and provisions for advanced and/or refresher training.

4.2 Electronic or written maintenance manuals including recommended preventive maintenance schedules.

and the system is operating. However, the Trial Period shall not begin prior to October 1, 2016. The City will assess the program during this period. During the Pilot Program, the City desires to make twelve (12) monthly payments for the system (equipment, software, etc.), beginning in October 2016. The City intends to issue a purchase order in October 2016 for the monthly payments. The total of the monthly payments made during the Pilot Program would be applied to the purchase of the system, if the City desires to continue with paid parking after the Pilot Program period. If the City decides to terminate paid parking after the Pilot Program, the Contractor will remove all system components and the City will have no further liability. The City would provide the Contractor with a sixty (60) day written notice regarding their intent before the end of the Pilot Period. The Contractor shall provide a monthly cost for the entire system during the Pilot Program, and a remaining lump sum cost for all system components if the City desires to continue after the Pilot Program. The City reserves the right to negotiate an alternate payment plan after the completion of the Pilot Program based on continued monthly payments until the system is paid in full.

8. Contract Term

The contract term shall apply to any maintenance, repair, support services, purchase of additional or replacement products, software or services after a completely operational system has been established for the City of Dunedin. The contract term shall begin on the same day as the Trial Period detailed in Item C.7.

8.1 Initial Term & Renewal Options – The initial contract term shall be for a period of three (3) years. The City reserves the right to renew the contract for additional three (3) year renewal terms providing all terms and conditions remain the same and both the City and the Contractor agree to the renewal. All costs shall remain firm during the initial contract period.

8.2 Service Agreement – It is anticipated that the final contract will include a service agreement for annual maintenance, repair, and support. The service agreement shall include fixed pricing for the initial contract term. Contractors shall detail the method used to determine a cost adjustment to the service agreement during the renewal terms. An annual flat percentage increase will not be accepted.

9. Evaluation of Proposals

9.1 Negotiations may be conducted with the Contractor whose proposal has been judged to best meet the needs of the City and the Project. The lowest cost proposal will not necessarily be selected.

9.2 The City reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

9.3 Proposals will be evaluated by an Evaluation Committee. Each member will score each proposal by the criteria described in Item 7.5 below.

9.4 The Respondents will be ranked based on the evaluation scores. The Evaluation Committee reserves the right to create a “Short List” of several firms or to negotiate with the highest ranked firm. The Evaluation Committee may request interviews, system demonstrations and/or additional information from the firms on the Short List.

9.5 Proposals will be evaluated on the basis of the following criteria.

- | | |
|---|-----------|
| • Proposed System Solution | 30 points |
| • Cost | 25 points |
| • Firm’s Qualifications/Experience | 20 points |
| • Proposed Implementation
Plan/ Schedule | 15 points |
| • Professional References | 5 points |
| • Proposal responsiveness to the
requirements of the RFP | 5 points |

SECTION D RESPONSE FORMAT

RESPONSE FORMAT AND REQUIREMENTS

The Contractor's response should be in the same tabbed sequence as the criteria listed below so that they can be easily identified and compared to other responses. Proposals shall be submitted on 8.5" x 11" paper, printed double sided, numbered, typewritten, with headings, sections and sub-sections identified appropriately. The City of Dunedin may reject any proposal that does not meet the following criteria:

1. TITLE PAGE

Show the RFP subject, name of firm, mailing address, telephone number, name of contact person, email address and date.

2. LETTER OF UNDERSTANDING

State your understanding of work to be accomplished and make a commitment to perform all work within the required time frames. Also, state the name of the person who will be authorized to make representations for the proposer, their title, address, phone and fax number(s) and email address. State that the person signing the letter has been authorized to bind the proposer.

3. PROPOSER'S QUALIFICATIONS AND EXPERIENCE

The proposer shall identify the company's background, experience and qualifications with special reference to the pertinent experience as it relates to the City's project.

The proposer shall also identify each reference by including the name, title and phone number of key customer contact personnel involved with the project. Use the Reference Information Form (Exhibit A) to provide this information. Local references are preferred. This would allow City Staff to visit the site if desired.

Resumes of the key member(s) of the Contractor's team should be included in this area.

The Contractor shall include a summary of litigation in this section. The summary shall include any litigation, claim(s), or contract dispute(s) filed by or against the Contractor in the past five (5) years, which is related to the services that the Contractor provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If no litigation, provide a statement to that effect.

Provide copies of all required State of Florida and/or Pinellas County licenses, if applicable.

Submit information requested in Item C.5. Please submit the information in the same sequence as it is requested. Please identify the item to which the information applies.

4. PROPOSED SOLUTION

Contractors should discuss their proposed solution in this section. The various requirements of “Scope of Work” (Items C.2-C.4) should be discussed in this area. Please submit the information in the same sequence as it is requested. Please identify the item to which the information applies.

5. PROJECT COST

Provide a detailed cost breakdown for the required equipment and services as discussed in Item C.7. Please include Exhibit E – Pay Station Response Form in this area.

Contractor shall provide all necessary and relevant specifications for all products and services, including pay-by-plate machines, license plate recognition readers and hardware, front-end web and mobile payment application software, back-end parking enforcement and user interface software.

6. SCHEDULE

Provide an exhibit showing your firm’s estimated schedule for implementation and execution of the work. The purpose of the schedule is to detail the actions and responsibilities of the City and the Contractor beginning at contract award and ending at the contract start date. See Item C.6.

7. ADDITIONAL INFORMATION

All required Exhibits not specifically required in another section of the response shall be included in this section. The Contractor may include any other pertinent additional information in this Section.

EXHIBIT A
REFERENCE INFORMATION

Organization _____
Contact Person _____
Address _____
City _____ State _____ Zip _____
Phone Number () _____ Fax: () _____
Date Contract Awarded _____

Organization _____
Contact Person _____
Address _____
City _____ State _____ Zip _____
Phone Number () _____ Fax: () _____
Date Contract Awarded _____

Organization _____
Contact Person _____
Address _____
City _____ State _____ Zip _____
Phone Number () _____ Fax: () _____
Date Contract Awarded _____



City of Dunedin
Purchasing Section
P.O. Box 1348
Dunedin, Fl. 34697-1348

EXHIBIT B
IMMIGRATION STATUS AFFIDAVIT

Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors. Contractor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility program requirements of the State of Florida and the United States of America.

I certify that the company shown below is in compliance and that I am authorized to sign on its behalf.

RFP/Bid # and Name _____

(Company) (Address)

I, _____ (Print Name), the _____ (Title)

of _____ (Company Name) swear or affirm that all the information on this affidavit and submitted with this bid or proposal is true, and that I am authorized to complete this affidavit on behalf of the firm.

(Signature) (Date)

The foregoing instrument was acknowledged before me this _____, 20__ by
_____ who personally known to me or who has produced _____

(type of identification) as identification and who executed the foregoing Affidavit of Contractor.

(SEAL) STATE OF FLORIDA
COUNTY OF PINELLAS

(Signature of Person taking Acknowledgement) (Title or Rank)

(Name of Officer taking acknowledgement –
Typed, printer or stamped) (Serial Number)

*Contractor - Submit with Bid or Proposal Documents

CITY OF DUNEDIN CONTRACT

THIS AGREEMENT made the _____ day of _____, 2016, by and between the CITY OF DUNEDIN, FLORIDA, a municipal corporation in the State of Florida, hereinafter called the City, and _____ "Primary" Contractor, hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the City has previously determined that it has a need for an PARKING PAY STATIONS AND A PARKING MANAGEMENT SOFTWARE SYSTEM SOLUTION; and

WHEREAS, The City, after soliciting competitive proposals for such services pursuant to City of Dunedin Request for **Proposal No. 16-1061** (hereinafter Request for Proposal or RFP), the City has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the City with a PARKING PAY STATIONS AND A PARKING MANAGEMENT SOFTWARE SYSTEM, as requested and more specifically outlined in the Request for Proposal, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.

2. Time of Service. **Services shall be performed in a timely manner, as specified in the Request for Proposal.**

3. Term of Agreement. The initial contract term shall be for a period of three (3) years and shall commence upon acceptance of and final payment for all equipment and services required to implement the system. The City reserves the right to renew the contract for additional three (3) year renewal terms providing all terms and conditions remain the same and both the City and the Contractor agree to the renewal. All costs shall remain firm during the initial contract period.

4. Amendment of the Contract. This Contract may be amended only by mutual written agreement of the parties.

5. Assignment. The Contractor shall perform this contract. No assignment shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represents a conflict of interest or are contrary to any local, state or federal laws. Action by the City awarding a proposal to a proposer which has disclosed its intent to assign in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

6. Cancellation. The City of Dunedin reserves the right to cancel this Contract, without cause, by giving ninety (90) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to

comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Dunedin.

In addition to all other legal remedies available to City, the City reserves the right to cancel and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the City.

Termination or cancellation of the contract will not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of the contract.

Termination or cancellation of the contract will not relieve the Contractor of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the contract.

7. Compensation. As compensation for the Contractor providing services to the City as described herein, the City shall pay the Contractor per the terms of the RFP, based on the submission of invoices for work completed. All payments shall be made in accordance with the Florida Prompt Payment Act, Fla. Stat. Contract cost changes shall be in accordance with the terms and conditions of the Request for Proposal Documents.

8. Permits/Licenses. The Contractor must secure and maintain any and all permits and licenses required to complete this contract.

9. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The Contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section B of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the Contractor.

10. Indemnification. The Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City, its employees, agents and elected officials from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or by or on account of any act or omission, neglect or misconduct of the said Contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

11. Governing Law. The laws of the State of Florida shall govern this Agreement.

12. Severability. The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.

13. Documents Comprising Contract. The Contract shall include this Agreement for PARKING PAY STATIONS AND A PARKING MANAGEMENT SOFTWARE SYSTEM SOLUTION, as well as the following documents, which are incorporated herein by reference.

Exhibit E - Pay Station Response Form

Parking Lot Number	Number of Spaces	Location	Suggested Equipment	Quantity	Cost	Extended Cost
1	24	Marina Plaza			\$ _____	\$ _____
2	2	Marina Plaza			\$ _____	\$ _____
3	10	Marina Plaza			\$ _____	\$ _____
4	44	Marina Parking Lot			\$ _____	\$ _____
5	39	Justice Plaza Lot			\$ _____	\$ _____
6	11	Broadway			\$ _____	\$ _____
7	5	Broadway			\$ _____	\$ _____
8	3	Broadway			\$ _____	\$ _____
9	13	Main Street			\$ _____	\$ _____
10	25	The Blur Lot			\$ _____	\$ _____
11	29	The Scotland Lot			\$ _____	\$ _____
12	16	Parking Facing Museum			\$ _____	\$ _____
13	11	Main Street			\$ _____	\$ _____
14	13	Honey Lane			\$ _____	\$ _____
15	4	Douglas Ave.			\$ _____	\$ _____
16	7	Douglas Ave.			\$ _____	\$ _____
17	16	Virginia St.			\$ _____	\$ _____
18	7	Main Street			\$ _____	\$ _____
19	17	Main Street			\$ _____	\$ _____
20	3	Main Street			\$ _____	\$ _____
21	7	Main Street			\$ _____	\$ _____
22	18	Main Street			\$ _____	\$ _____
	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> 325 1007 </div>	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> 1007 </div>				
		Total Cost				\$ _____

BLUE SHEET

Agenda Item:

OB-4

Meeting Date:

3/16/16

MEMORANDUM

TO: City Commission

THROUGH: Doug Hutchens, Interim City Manager 

DATE: March 14, 2016

FROM: Robert C. Ironsmith, CRA Director 

SUBJECT: Draft RFP (Request for Proposal) for Parking Management Pay Stations

PRESENTER: Robert C. Ironsmith, CRA Director

ATTACHMENTS: RFP document with highlighted changes in red (see pages 15, 20 & 29)

BACKGROUND: As a result of questions raised during the City Commission agenda review session on the Draft RFP for pay stations, please find below staff responses. With the exception of 3.13.4, all of the changes were made to further emphasize points already made in the RFP.

Ensure the pay station equipment that is going to be installed is new. Please note that on page 3 and page 15 of the RFP is existing language stating the equipment to be leased must be new. The RFP on page 15 now also includes language that used equipment is unacceptable.

Ensure the pay stations allow for variability of pricing for items such as resident discount, special event pricing and seasonality. On page 20 under 3.13.3 and 3.13.4 there is language stating the equipment must provide flexibility on pricing.

The paid parking map in the RFP. Attached is the paid parking map, Exhibit D, which is mentioned in the RFP as being subject to change. It shows the paid parking areas that were referred in the January 7, 2016 City Commission meeting. It also needs to be emphasized that the January 7, 2016 City Commission meeting and the minutes reflect that the areas to be designated complimentary (free) and paid will need to be fluid, with possible adjustments.

Research the approved timeframe for the pilot program that encompasses complimentary (free) and paid parking areas. A review of the staffing from the January 7, 2016 City Commission meeting as well as the minutes from that meeting (page 19) show what was recommended and approved was a 1-year time period for the pilot program. The intention of the City

and the Downtown Parking Committee has been viewing various options to address the parking challenges facing downtown; the lack of parking turnover and the lack of parking stock. The loss of parking stock, in particular, has been cited as a number one priority for the downtown, as the City only owns one-third (1/3) of the total parking supply.

While the increased popularity of downtown is a good problem to have, the various entities mentioned above are concerned that the City does not have in place a Parking Management System that would promote parking turnover and increase parking supply.

After much public discussion and several City Commission meetings the City Commission approved moving forward with a Parking Management System with the following authorizations:

- A hybrid downtown parking map was approved that featured paid and complimentary or free parking areas.
- The allocation of BP settlement funds (\$1,974,674) as a buy down toward a 20 year lease structure that would result in a 195 space parking garage being built on Douglas Avenue. Please note that the buy down amount of \$1,974,674 allows the Community Redevelopment Agency to assume the annual lease payments of \$115,000 for the parking garage as well as the maintenance costs associated with the parking garage beginning in year (4) four.
- Utilize remaining BP settlement funds (\$953,043) for costs associated with the leasing and maintenance of the parking garage during the first 3 years of the parking garage operation. The remaining funds would also go toward enhanced signage and a supplemental consultant report on the analysis of the many parking variables such as rates for off-street and on-street, the enforcement process, etc.

In summary, as the cost to build a parking structure is extremely expensive (up to \$25,000 per parking space), the use of BP funds were approved as a catalyst to enable the Community Redevelopment Agency, thru its budget, to assume future Parking Management System costs (after year 3).

The draft RFP (Request for Proposal) for Parking Management Pay Stations is attached for the Commission to review prior to the RFP being advertised in early spring of 2016. A list of the key highlights of the RFP is provided below and incorporates the recommendations of Walker Parking Consultants who prepared the parking study of Downtown Dunedin:

to operate a Pilot Program for the first year of operation is now emphasized on page 15.



Home of Honeymoon Island

CITY OF DUNEDIN

**REQUEST FOR PROPOSAL
SPECIFICATIONS AND INSTRUCTIONS**

**Parking Pay Stations and a Parking Management
Software System
RFP 16-1063**

**PROPOSALS ACCEPTED UNTIL
2:00pm TUESDAY, APRIL 26, 2016**

AT

**DUNEDIN PURCHASING SECTION
750 MILWAUKEE AVENUE
DUNEDIN, FL. 34698**

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
A	Invitation to Bid	3
B	General Requirements	4
C	Specific Requirements	15
D	Response Format	28

EXHIBITS

A	Reference Information Form
B	Immigration Status Affidavit
C.	City RFP Contract
D.	Proposed Downtown Parking Map
E.	Pay Station Response Form

CITY OF DUNEDIN
Parking Pay Stations and a Parking Management Software System
RFP 16-1063

REQUEST FOR PROPOSAL (RFP) PROCEDURES

The City of Dunedin is soliciting proposals from interested and qualified Contractors to provide on-street and off-street parking payment equipment and a parking management and data integration system. The City prefers a "pay-by-plate" system. However, optionally a pay-by-space system may be considered. The City's goal is to award a contract and begin mid-summer with installation. The new pay stations must accept direct payment using coin, credit, debit and smart cards; interface with pay by phone service; utilize solar power; utilize wireless two-way communications to process transactions; send real time transaction data and alarm information to city systems, and accept remote programming changes.

A voluntary pre-bid meeting will be held at the City of Dunedin Planning & Development Conference Room located in the Technical Services Building 737 Loudon Ave. 2nd Floor Dunedin, FL 34698 at 10:00 am on April 7, 2016. Attendance is voluntary. However, it is strongly recommended that all interested Contractors attend.

Proposals should be based on the attached Scope of Work. The RFP can be picked up at the address below. You may also email your request to cankney@dunedinfl.net or you may download the RFP from www.demandstar.com.

Sealed RFPs. Responses to this request for proposal (please submit one unbound original, five (5) copies and one disc copy) should be submitted in a sealed envelope, clearly identified as:

RFP 16-1063
"Parking Pay Stations and a Parking Management Software System"
2:00PM TUESDAY, APRIL 26, 2016
DO NOT OPEN IN MAILROOM

Responses should be mailed or delivered to: **City of Dunedin**
Municipal Services Building
Purchasing Section
750 Milwaukee Ave.
Dunedin, Fl. 34698

The RFP's are due no later than the date and time noted above. Any RFP's received after that date and time may not be accepted. Any individual requiring special assistance must notify the Purchasing Office in writing 48 hours in advance so that arrangements can be made. No proposal shall be withdrawn for a period of ninety (90) calendar days, from the opening date, without the consent of the City of Dunedin, Florida.

Charles H. Ankney, CPPO
Purchasing Agent

SECTION B GENERAL CONDITIONS

Proposers are required to submit their proposals upon the conditions expressed in these instructions. Proposers are warned that the provisions of the RFP Documents will become a part of a Purchase Order the same as if every detail were stated therein.

1. CONTRACTOR'S ABILITY

It is the intent of the City to award the Contract for this work to a Contractor whose experience, skill, and financial resources are fully equal to the task of prosecuting the work in a rapid and satisfactory manner. Upon request by the City, any Contractor shall be prepared to submit an attested statement of his ability, financial status, and history.

2. PROPOSAL GUARANTEE

Decision on the acceptance or rejection of the various proposals will be made as soon as practicable after proposals are received, but the right is reserved by the City to defer action on awarding a contract for ninety (90) calendar days.

3. PROHIBITED INTERESTS

No Member of or Delegate to Congress, or Resident Commissioner or City Employee shall be admitted any share or to any benefit that may arise from this contract, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. No official, employee, architect, attorney, engineer, or inspector authorized for the City to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

4. COLLUSION

The City reserves the right to disqualify proposals, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Proposer. More than one (1) proposal from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Proposers are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Proposers.

5. CONTRACTOR'S OBLIGATION OF EXAMINATION

All of the conditions, which are known to affect the performance of the work, have been shown on the Plans and/or described in the RFP Documents. Upon request, all additional information pertaining to existing conditions in the possession of the City will be shown to the Contractors. However, this information is furnished as a service and the correctness of such information is not guaranteed as to accuracy and completeness.

Contractors are required to examine the RFP Documents, the site of the project, and any other information that may be on file in the offices of the City. No plea of ignorance of conditions that may exist, or of conditions or difficulties that may be encountered under this contract, as a result of a failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the RFP Documents, or will be accepted as a basis for any claims whatsoever for extra compensation.

6. BASIS UPON WHICH PROPOSALS ARE SOLICITED AND AWARDED

Proposals are solicited on the basis of the evaluation criteria set forth in the RFP documents.

The proposal for materials, equipment and work means in place and complete according to the requirements of the RFP Document. The City shall not be liable for any services, sales tax, or any other tax whatsoever that may be levied by the Federal Government, the State Government, or any other private, public, or political agency.

The contract will be awarded to the Contractor that submits a responsive and responsible proposal that best meets the needs of the City as determined by City Staff and City Commission using the Evaluation Criteria. The City's decision will be final. The City reserves the right to informally negotiate certain points of the final contract with a qualified proposer.

7. CONTRACT INFORMATION

The City's standard RFP (Exhibit C) contract shall be used as the basis of contracting for this work. The Contract shall consist of the Invitation to Bid, General Provisions, Bid Forms, Specifications and any required Addendums, Bonds, Insurance Certification, Change Orders, and any other exhibits identified in the specification package, and shall be referred to collectively as the Proposal Documents. In addition, the Contractor's proposal shall be included as part of the contract documents. The provisions of each and all shall become a part of the Contract when awarded by the City of Dunedin, unless specifically objected to by the proposer in his/her proposal. Failure of the Contractor to accept this condition shall result in the cancellation of any award. The laws of the State of Florida shall govern any contract(s) resulting from this RFP and venue shall lie in Pinellas County, Florida.

8. LAWS TO BE OBSERVED

The act of submitting a proposal in response to this RFP shall constitute an agreement by the Contractor that he has made himself familiar with, and shall at all times observe and comply with, Federal, State, and Local laws, ordinances, codes, and regulations that may in any manner affect those engaged, or employed, in the work or which may in any manner affect the materials, equipment, or workmanship used in or upon the work. No plea of misunderstanding will be considered on account of ignorance thereto.

9. ASSIGNMENT OF CONTRACT

The act of submitting a proposal in response to this RFP shall constitute an agreement that no assignment of said contract shall be made without the written consent of the City.

10. CANCELLATION OF CONTRACT

The City of Dunedin reserves the right to cancel this contract without cause by giving ninety (90) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Dunedin.

In addition to all other legal remedies available to the City of Dunedin, the City of Dunedin reserves the right to cancel and obtain from another source, any services which have not been delivered within the period of time stated in the Contractor's proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by the City of Dunedin.

Termination or cancellation of the contract will not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of the contract.

Termination or cancellation of the contract will not relieve the Contractor of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the contract.

The Contractor may cancel the contract with one hundred eighty (180) calendar days written notice to the City's Purchasing Agent. Failure to provide proper notice to the City may result in the Contractor being barred from future business with the City.

11. PREPARATION OF PROPOSALS

The Contractor's proposal shall be submitted as required by the RFP documents in accordance with these instructions. The proposals must be complete in every detail. All unit item costs must be stated in figures, the total cost for each unit item quantity calculated and stated in figures, the lump sum stated in figures, and the grand total for all items proposed computed and stated in figures if required by the Response Format.

The City reserves the right to correct any apparent error resulting from erroneous multiplication or addition before awarding a contract.

The Contractor shall sign the Response Form (Letter of Understanding) and give his/her address.

A Partnership Contractor must give the names and addresses of all partners and the Response Form must be signed by at least one person who shall designate himself as a partner. When a firm submits a response, all of its members must sign the Response

Form, or if they choose, any member having binding authority to do so may sign the proposal and describe themselves as doing business under a firm name and style.

A Corporation must name the state in which its articles are held. The Response Form must be signed in the name of, and under the seal of, the corporation, by a duly authorized officer or agent of the corporation and his address must be given. Such officer or agent must present legal evidence that he has lawful authority to sign said proposal and that the signature is binding upon the corporation and that the corporation has a legal existence. In the event that any corporation, organized and doing business under the laws of any foreign state, is a successful Respondent, such corporation shall present evidence before a Purchase Order for said work is executed, that it is authorized to do business in the State of Florida.

12. REJECTION OF PROPOSALS

The City reserves the right to reject any proposal containing any omission, addition, extension, erasure, alteration, or irregularity of any kind. The City reserves the right to reject any or all responses and to waive any irregularity, variance or informality whether technical or substantial in nature, and to accept or reject any item or combination of items, in keeping with the best interests of the City.

The judgment of the City shall be final in determining the capability, experience, and ability of the Contractor to successfully and properly prosecute the proposed work. Failure to convince the City of such capacities shall result in the rejection of the response.

13. INQUIRIES AND ADDENDA

Each Contractor shall examine the RFP documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to this RFP shall be made through the City of Dunedin's Purchasing Agent, Chuck Ankney, at 750 Milwaukee Ave. Dunedin, Fl. 34698; or fax to 727-298-3078. Inquiries must be submitted no less than ten (10) calendar days before the proposal due date. The City shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, the City will attempt to notify all prospective Contractors who have requested a copy of the RFP. However, it shall be the responsibility of each Contractor, prior to submitting a response, to contact the City of Dunedin's Purchasing office (727-298-3077) to determine if addenda were issued and to make such addenda a part of the response.

14. INSURANCE REQUIREMENTS

At the time the Contractor delivers the above contract agreement and bonds to the owner, the Contractor shall also deliver to the Owner such Certificate(s) of proof of the required insurance coverage as may be set for in the General Provisions Section of the Contract Documents.

If the Contractor engages a Subcontractor to perform any portion of the work, the Contractor may at his/her option, extend his/her insurance coverage to the Subcontractor, however, verification of the extended coverage must be so stated on the Certificate(s) furnished to the City by the Contractor.

Should the Contractor require any Subcontractor to furnish their own proof of the proper and required insurance coverage, the Certificate(s) must be presented to the Owner for approval prior to any work being accomplished by the Subcontractor. Compliance with the provisions of this paragraph is the sole responsibility of the Contractor. If the Owner has not received certificates of insurance for any Subcontractors at the time of commencement of the work, the Owner will presume the Contractor has extended his/her insurance coverage to the Subcontractor and verification of such extended coverage shall be stated on the Certificate(s) of Insurance provided to the Owner.

A. General

Before starting and until acceptance of the work by the City, the Contractor shall procure and maintain insurance of the types and the limits specified in paragraphs (1) through (5) below.

The Contractor shall require each of his/her subcontractors to procure and maintain, until completion of that subcontractor's work, insurance of types and to the limits specified in paragraphs (1) through (5) below. It shall be the responsibility of the Contractor to ensure that all subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors.

B. Coverage and Limits:

1. Insurance

The Contractor and subcontractors shall provide the following described insurance, except for coverage specifically waived by the City, on policies and with insurers acceptable to the City.

These insurance requirements shall not limit the liability of the Contractor. The City does not represent those types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers' compensation, the Contractor's and subcontractor's insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this contract or agreement.

The Contractor and subcontractor's waive their rights of recovery against the City, to the extent permitted by its insurance policies.

The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City

The Contractor's and subcontractor's deductibles/self-insured retention shall be disclosed and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

Minimum Limits for Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence and a \$2,000,000 policy aggregate for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' Compensation Coverage section) and the total amount of coverage required.

2. Commercial General Liability

The occurrence form of Commercial General Liability must be provided.

Coverage A shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement or contract, and broad form property damage coverage.

Coverage B shall include personal injury, coverage C, medical payments, is not required.

3. Products/ Completed Operations Coverage

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this contract or agreement, for a minimum of three years beyond the City acceptance of renovation or construction projects.

4. Business Auto Liability

Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use.

5. Workers Compensation Coverage

The Contractor and subcontractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee/\$1,000,000 policy limit for disease.

The Contractor shall also purchase any other coverage required by law for its employees.

C. Additional Insurance:

The City requires the following additional provisions or types of insurance to afford added protection against loss which could affect the work being performed.

1. Builders Risk (not required for this project)

Builders Risk Insurance is to be purchased to cover the property for all risks of loss, subject to a waiver of coinsurance, including coverage of risks indicated in the Installation Floater and Motor Cargo Insurance described hereafter, if such coverage is not separately provided.

The Builders Risk Insurance is to be endorsed to cover the interests of all parties, including the City and all Contractors and subcontractors as their interests may appear. The insurance is to be endorsed to grant permission to occupy.

2. Installation Floater Insurance

Installation Floater Insurance is to be provided to cover damage or destruction to equipment being installed or otherwise being handled or stored by the Contractor. The amount of coverage should be adequate to provide full replacement value of the equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

3. Motor Truck Cargo Insurance

If the Installation Floater Insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation Insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

D. Hold Harmless:

The Contractor shall hold the City, its employees, agents and elected officials harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the contract

including the acts of the subcontractors, unless such claims are a result of the City's own negligence.

1. Consideration for Hold Harmless/Payment on Behalf

The Contractor agrees to accept, and acknowledge as an adequate amount of remuneration, the consideration of \$10 for agreeing to the Hold Harmless, Payment on Behalf of City, Insurance and Certificates of Insurance provisions in this agreement or contract.

The City requires the following additional provisions or types of insurance to afford added protection against loss which could affect the work being performed.

2. Payment On Behalf Of City

The Contractor agrees to pay on behalf of the City, and to pay the cost of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

E. Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance. New Certificates of Insurance shall be provided to the City by the insurance company and the Contractor at least 15 calendar days prior to coverage renewals.

If requested by the City, the Contractor or subcontractors shall furnish complete copies of the Contractor's or subcontractor's insurance policies, forms and endorsements. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

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 required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

F. Insurance of the Contractor Primary

Insurance required of the Contractor or subcontractors or any other insurance of the Contractor or subcontractors shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of City, Insurance, Additional Insurance and Certificates of Insurance provisions of this agreement or contract.

G. Loss Control and Safety

Precaution shall be exercised at all times by the Contractor and subcontractors for the protection of all persons, including employees, and property. The Contractor and subcontractors shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should be reasonably be expected. The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the City's Workers' Compensation Coverage.

15. EXCEPTIONS

Proposers are cautioned that if they wish to take exception to any of the terms or conditions of this Request for Proposal, such exception must be filed with the proposal. Failure to file exception to these provisions with the proposal may lead the City of Dunedin to rule that items not noted as exceptions are non-negotiable.

16. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Contractor. No payment will be made for any responses received, nor for any other effort required of, or made by, the Contractor prior to contract commencement.

17. DISPUTE AND COMPLAINT

All complaints or grievances should be first submitted in writing to the Purchasing Agent who will take prompt remedial action. The Purchasing Agent shall investigate the validity of the complaint and present the findings in writing to the Contractor. If the Contractor is dissatisfied with the Purchasing Agent's remedies, he/she may then make a written appeal to the City Manager who will investigate and respond in writing. This policy does not preclude consideration of legal questions in connection with any decisions made by the City.

18. LOBBYING

Lobbying of Evaluation Committee members, City of Dunedin employees, or elected officials regarding Request for Proposals (RFP's), Bids or Contracts, by the proposer/bidder or any member of the proposer's/bidder's staff, an agent of the proposer/bidder, or any people employed by any legal entity affiliated with an organization that is responding to the RFP, Bid or Contract is strictly prohibited upon advertisement and shall be prohibited until a written recommendation of award is made. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any RFP, Bid or Contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any RFP proposal, Bid or Contract to be rejected.

19. INSPECTION/EXAMINATION OF PROPOSALS

Proposals will not be available for public inspection until such time as there is a notice of decision or intended decision of award or within thirty (30) calendar days of the opening date, whichever is earlier (Reference Florida Statutes Chapter 119.071 (1)(b), unless authorized by the Purchasing Agent. Additionally, items specifically designated as "trade secrets" in compliance with Fla. Stat. Chapter 812.081 are exempt from Florida's Public Records Law (Fla. Stat. Chapter 815.045) .

20. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list

21. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or Contractor under contract with any public entity, and may not transact business with any public entity.

22. WITHDRAWAL OF PROPOSAL

A Proposer may withdraw his/her proposal without prejudice to himself no later than the day and hour set in the "Request for Proposal" by communicating his purpose in writing to the City at the address given in the "Request for Proposal". When received, it will be returned to him unopened. No proposal may be withdrawn after the time and date set for proposal submission.

23. REFERENCES

The Contractor shall provide three references from companies or government entities at which they have provided this service. Please use Exhibit A to provide this information. These references will enable the City to judge the Contractor's responsibility, experience, skill, and business standing. The City reserves the right to reject any proposal when, in its opinion, the Contractor has insufficient experience, responsibility, skill, or business standing to perform the proposed work in strict compliance with the specifications, or when the information provided is insufficient for making a judgment.

24. PAYMENT TERMS

The City's payment terms are net 30. Contractors are encouraged to offer additional discounts for faster payment. All invoices for payment shall be sent to the City's Finance Department at:

City of Dunedin
Attn. Finance Department
P.O. Box 1348
Dunedin, Fl. 34697-1348

The City prefers to make payment electronically via ACH or credit card. Please discuss your ability to accept these payment methods in your response (Section 5).

25. PROTECTION OF RESIDENT WORKERS

The City of Dunedin supports the Federal Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. The Contractor is held responsible to establish appropriate procedures and controls so no service under this contract will be performed by any worker who is not legally eligible to perform such services.

The City of Dunedin shall have the right to immediately terminate an agreement if the City determines that the Contractor has failed to perform satisfactorily with respect to its employment practices in support of INA.

Contractors shall be required to confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors. Bidders shall return an executed copy of the "Immigration Status Affidavit" (Exhibit B) form, included with these bid documents, with their bid.

SECTION C SPECIFIC REQUIREMENTS

1. Background

The City of Dunedin is a Florida municipality located on the Gulf of Mexico just north of Clearwater, Fl. in Pinellas County. The City has a population of approximately 37,000 people in a ten square mile area. Dunedin currently does not charge a fee for parking on street or for any of our surface lots.

2. Scope of Work

Through this Request for Proposal (RFP), the City of Dunedin desires to solicit proposals from interested and qualified vendors to **supply and install new (used equipment will not be acceptable)** on-street and off-street parking payment equipment and a parking management and data integration system. The City's preferred solution is a pay-by-plate system. However, a pay-by-space system may be considered. The City's goal is to award a contract and issue a Notice to Proceed so that installation can begin in mid-summer. The system shall be installed and operational by October 1, 2016. **The City intends to operate a "Pilot Program" during the first year of operation. At the conclusion of the Pilot Program, the City shall have the option to continue payment for the system or the City may decide to stop the paid parking program. If that happens, the selected Vendor shall remove all equipment and the City will have no further financial obligation to the Vendor.**

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

2.1 Project Scope: The City is seeking proposals to provide and install pay stations in the City's downtown area which includes on-street, off-street and surface lots. A "Proposed Downtown Parking Map" (Exhibit D) has been included with this RFP. The Parking Map indicates the following:

- Location of the public parking
- Number of spaces per location

As part of the Contractor's response, the Contractor should provide a list of the proposed number and types of pay stations required for each paid parking lot/area. The included

Parking Map is subject to change. The City makes no guarantee of the quantity or type of equipment to be purchased and/or leased.

Submittals should address a power and communication solution. The City's goal is to award a contract and have a completely operational system by October 1, 2016.

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

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

2.4 Staging and Execution of The Work: Closures, regulating, and coordinating this work are the most critical aspects of this project. The Contractor shall meet with City representatives before any work begins to establish an area or areas to store materials for the work that minimizes public impact. During the work every effort shall be made to reduce the impact on pedestrian, vehicular routes and/or parking spaces. As part of this effort, no area shall remain closed and unusable unless work conditions or safety mandate this need.

2.5 Training: The Contractor shall provide training on an individual location basis or in a group setting as approved by the CITY. The Contractor shall provide the CITY additional training, if needed or as requested by the CITY at prevailing rates throughout the length of the Contract. Additional training shall be determined by the CITY's need and provided based on practicality and reasonableness. The Contractor shall provide a training program for the CITY's technicians and staff responsible for:

- Installation, start up, and maintenance of the units.
- Cash collection.
- Parking usage report generation.
- Programming rates, valid parking times, etc., through the management software.
- Monitoring the equipment.
- Data file collection, credit card file downloading, system monitoring and auditing, set up and maintenance of user account passwords, etc.

- The awarded Contractor shall provide a thorough outline of the training content and provide a training schedule for both software and hardware. The schedule shall include periodic refresher training (continuing education), including, but not limited to, emphasis on particular areas of the CITY's choice and upgrades of software and/or hardware.

The Contractor shall provide a "How to use the Pay Station" video to be posted on the City's website. The purpose of the video will be to demonstrate the use of the pay station to the general public.

3. General System Operational Requirements

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

3.1 Payment Options

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

3.2 General Requirements

- 3.2.1 Provide ADA compliance for on-street purchase transactions.
- 3.2.2 Support pay by license plate parking.
- 3.2.3 Be solar powered, with rechargeable battery and wireless communications provided by the vendor as a communications service, and the ability to be hardwired if needed for better communication.
- 3.2.4 Communicate real-time alerts concerning maintenance and collections conditions and failures to designated City staff via email or text.
- 3.2.5 Be supported by a back office data storage, management and analysis system accessed by the City via a standard web browser.
- 3.2.6 Report transactions in real-time and have the back office application function as the system of enforcement payment record for pay by phone and pay by license transactions.

3.3 Pay Station Housing

- 3.3.1 The pay station housing will be water resistant to saltwater beach

standards.

- 3.3.2 The housing will be fabricated of corrosion resistant material suitable for the Dunedin Gulf of Mexico environment.
- 3.3.3 The surface will be of a graffiti resistant finish, easily cleaned without discoloring.
- 3.3.4 The maintenance compartment and collection vault will be separated with separate access doors and keys.
- 3.3.5 The access doors, hinges and housings will be vandal resistant.
- 3.3.6 The collection door lock will have high security, anti-drill protection.

3.4 Maintenance Compartment

- 3.4.1 The component layout will support ease of access for maintenance troubleshooting and replacement.
- 3.4.1 The components will be modular and support rapid field replacement.
- 3.4.2 The City prefers there be a method to manually access the maintenance vault in the event of an electronic lock failure.

3.5 Collection Vault

- 3.5.1 The vault door will have an electronic lock. The City prefers there be a method to manually access the collection vault in the event of an electronic lock failure.
- 3.5.1 Opening the vault door will generate a back office report that includes an identification of the key used for the entry.

3.6 Coin Validator

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

3.7 Card Reader

- 3.7.1 The pay station will accept credit/debit card payments using a real time Level 1 PCI vendor managed authorization process.

- 3.7.2 The customer will retain control of their card throughout the swipe process.
- 3.7.3 The card reader will be capable of reading magnetic strip with contactless and chip-based cards as optional features.
- 3.7.4 If the card slot is inoperable, the pay station will still accept coin payment and display an appropriate customer service message on the pay station display.
- 3.7.5 Describe pay station's ability to sense a card reader failure and issue a maintenance alarm.
- 3.7.6 The pay station shall provide the user with the option to print receipts on demand.

3.8 Power Supply

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

3.9 Display

- 3.9.1 The display will be back lit in low light situations.
- 3.9.2 The display screen will be protected against scratching and graffiti.
- 3.9.3 Describe the maximum capacity of characters, lines, and fonts on display.
- 3.9.4 The display will have the capability to display messages supplied and downloaded from back office software.
- 3.9.5 The primary on-screen display will be in English. Describe any capability of displaying different languages.
- 3.9.6 Displays will be legible in bright sunlight and dark evenings.

3.9.7 Describe expected life of the display unit.

3.10 Coin Canister

3.10.1 The collection will be performed via a portable cash box system.

3.10.2 The canister will be equipped with a self-locking mechanism.

3.10.3 The security lock system will be separate from the pay station's other compartments.

3.10.4 Describe the coin capacity of the canister.

3.11 Keypad

3.11.1 The pay station will have the capability of including an alphanumeric keypad.

3.11.2 Describe the keypad's layout, keys available for special designation and how a customer receives feedback that a button has been pressed.

3.11.3 Describe routine maintenance for the keypad and recommended frequencies.

3.11.4 Describe the expected life of the keypad and other buttons used for transaction purposes.

3.11.5 Describe the pay station's ability to sense a keypad failure and issue a maintenance alarm.

3.12 Wireless two-way communications

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

3.13 Parking rate structure requirements:

3.13.1 The City has yet to determine the rate structure or hours of operation.

3.13.2 Rate must show on display in initial greeting screen or in other obvious location.

3.13.3 City staff shall have the ability to modify various pay station parameters through the use of the management system software. Parameters include, but are not limited to; hours of operation, rate structure, rate amount, etc. These changes may be caused by seasonality, special events, time of day, etc.

3.13.4 The City desires to have the ability to offer residents a discount. Please discuss your systems ability to offer a resident discount.

3.14 Electronic components

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

3.15 Mounting

- 3.15.1 Describe the method of installing and securing the pay station in its operating location, including required mounting surface. Please include any City responsibility for preparation of the installation locations, if applicable.

3.16 Customer Interface

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

3.17 Back Office Operations

- 3.17.1 The back office application software will be web-based and hosted by the selected vendor, using North American English language descriptions.
- 3.17.2 Describe any limitations on the number of authorized City staff permitted to have access to the back office system.
- 3.17.3 The system will have an access management administration feature to grant and control access to data and operational management.
- 3.17.4 General vendor back office application upgrades will be provided to the City at no cost during the term of the contract.
- 3.17.5 The back office system will provide real-time transaction and alarm data available for lookup.
- 3.17.6 Credit card transactions approved off-line due to a wireless communications interruption will be identified in the transaction data.
- 3.17.7 Pay station rate and configuration updates will be managed solely through the back office parking management system. No pay station visits will be required.
- 3.17.8 Describe the process for City staff to use the back office application to setup and send new rate structures, hours of operation, and messages to single or groups of pay stations.
- 3.17.9 Describe the quality control protocols used/available for such issues as ensuring the pay stations are charging the correct rate, are completing credit card transactions, are accepting all credit cards they are supposed to accept, are transmitting all credit card transactions to the banking institution, and are transmitting transaction data in real time for accurate enforcement.

3.18 Reporting

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

3.19 Alarms

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

3.20 T. Data Security

- 3.20.1 Describe the standards employed for transmitted data encryption.
- 3.20.2 Describe the type of transaction information stored on the pay station, when that information is transferred to the back office system, how the data transfer is confirmed and how/when information is deleted from the pay station.
- 3.20.3 Describe vendor status and annual review process for compliance with Verification of Payment Card Industry – Data Security Standards (PCI_DSS).
- 3.20.4 Software upgrades necessary to maintain PCI-DSS compliance will be provided to the City at no cost during the entire term of the contract.
- 3.20.5 Access to credit card transaction data by City staff will be through a security controlled standard web browser interface.
- 3.20.6 Describe the vendor's transaction data storage retention policy and storage period.
- 3.20.7 Describe the vendor's recommended pay station credit card processing system.
- 3.20.8 Describe the vendor's credit card processing system and the period of time between the completion of a transaction and the fund deposit in the City's bank account.
- 3.20.9 Describe server locations and reliability; discuss any issues that have affected or may affect pay station function.
- 3.20.10 Describe data backup and recovery.
- 3.20.11 Is regular system penetration testing conducted on the system?

3.21 Data Management and Access

- 3.21.1 The hosted applications will be supported by a 24 x 7 automated and alert monitoring system. The vendor is responsible for confirming the integrity and receipt of each data transmission.
- 3.21.2 The vendor will provide and describe the following Recovery services:

- Hosting infrastructure and environment recovery process.
 - Application recovery process
- 3.21.3 Offsite data backup storage via media or cloud including rotation, retention, and periodic testing of data backups
- 3.21.3 The vendor will provide problem management support for all application services covered by this agreement. Please provide a description of these services.
- 3.21.4 The pay station vendor must provide the ability to remotely check each station for compliance.

3.22 Technical Support

- 3.22.1 Twenty four (24) hour technical support to assist in diagnosing problems and correcting outages from the pay station. If the problem is one that is difficult to resolve, having the ability to remote into the system to analyze and diagnosis problems is essential.
- 3.22.2 In the event a pay station is not functioning after 48 hours, a response team from the vendor will be available to address the issue promptly.

3.23 Optical Character Recognition (OCR) Software

- 3.23.1 When a license plate is scanned, the OCR software shall automatically search the appropriate database (Division of Motor Vehicles, etc.) for a match. If a match is found, the customer and vehicle information shall be automatically entered into the proper data fields without additional keying by enforcement personnel.
- 3.23.2 The OCR software shall have the ability to save all license plate images (regardless if a violation has occurred) for a configurable amount of time.
- 3.23.3 The OCR software shall have the ability to process images in real time or near real time.
- 3.23.4 The OCR capabilities shall provide at a minimum the individual characters of the license plate and state with a 99% confidence.
- 3.23.5 OCR results that cannot be located on a paid list of license plates shall auto populate data entry fields with OCR results to begin the ticketing process; however, the system shall support a user confirmation (i.e. accept/reject) of system generated OCR results.
- 3.23.6 OCR results with less than 99% confidence will require user confirmation of OCR results prior to beginning the ticketing process.
- 3.23.7 Each image associated file name or data file shall include at a minimum: transaction sequence number, location/lot ID, and data/time stamp to the second. The City desires embedding some or all of this information on the image or within a packaged file.

- Evaluation Period April 27 -- May 23, 2016
- Commission (Contract) Award June 2, 2016
- Installation Period June 6, 2016 – September 30, 2016
- Pay Stations active October 1, 2016

The Contractor shall discuss the timeline from contract award through the beginning of service in their response.

7. Cost

The City is interested in a “Pilot Program.” The Pilot Program would last for a period of one-year. The time period for the Pilot Program is October 1, 2016 – September 30, 2017. The actual time period will begin once all equipment and software are installed and the system is operating. However, the Trial Period shall not begin prior to October 1, 2016. The City will assess the program during this period. During the Pilot Program, the City desires to make twelve (12) monthly payments for the system (equipment, software, etc.), beginning in October 2016. The City intends to issue a purchase order in October 2016 for the monthly payments. The total of the monthly payments made during the Pilot Program would be applied to the purchase of the system, if the City desires to continue with paid parking after the Pilot Program period. If the City decides to terminate paid parking after the Pilot Program, the Contractor will remove all system components and the City will have no further liability. The City would provide the Contractor with a sixty (60) day written notice regarding their intent before the end of the Pilot Period. The Contractor shall provide a monthly cost for the entire system during the Pilot Program, and a remaining lump sum cost for all system components if the City desires to continue after the Pilot Program. The City reserves the right to negotiate an alternate payment plan after the completion of the Pilot Program based on continued monthly payments until the system is paid in full.

8. Contract Term

The contract term shall apply to any maintenance, repair, support services, purchase of additional or replacement products, software or services after a completely operational system has been established for the City of Dunedin. The contract term shall begin on the same day as the Trial Period detailed in Item C.7.

8.1 Initial Term & Renewal Options – The initial contract term shall be for a period of three (3) years. The City reserves the right to renew the contract for additional three (3) year renewal terms providing all terms and conditions remain the same and both the City and the Contractor agree to the renewal. All costs shall remain firm during the initial contract period.

8.2 Service Agreement – It is anticipated that the final contract will include a service agreement for annual maintenance, repair, and support. The service agreement shall include fixed pricing for the initial contract term. Contractors shall detail the method used to determine a cost adjustment to the service agreement during the

renewal terms. An annual flat percentage increase will not be accepted.

9. Evaluation of Proposals

9.1 Negotiations may be conducted with the Contractor whose proposal has been judged to best meet the needs of the City and the Project. The lowest cost proposal will not necessarily be selected.

9.2 The City reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

9.3 Proposals will be evaluated by an Evaluation Committee. Each member will score each proposal by the criteria described in Item 7.5 below.

9.4 The Respondents will be ranked based on the evaluation scores. The Evaluation Committee reserves the right to create a "Short List" of several firms or to negotiate with the highest ranked firm. The Evaluation Committee may request interviews, system demonstrations and/or additional information from the firms on the Short List.

9.5 Proposals will be evaluated on the basis of the following criteria.

- | | |
|---|-----------|
| • Proposed System Solution | 30 points |
| • Cost | 25 points |
| • Firm's Qualifications/Experience | 20 points |
| • Proposed Implementation
Plan/ Schedule | 15 points |
| • Professional References | 5 points |
| • Proposal responsiveness to the
requirements of the RFP | 5 points |

SECTION D RESPONSE FORMAT

RESPONSE FORMAT AND REQUIREMENTS

The Contractor's response should be in the same tabbed sequence as the criteria listed below so that they can be easily identified and compared to other responses. Proposals shall be submitted on 8.5" x 11" paper, printed double sided, numbered, typewritten, with headings, sections and sub-sections identified appropriately. The City of Dunedin may reject any proposal that does not meet the following criteria:

1. TITLE PAGE

Show the RFP subject, name of firm, mailing address, telephone number, name of contact person, email address and date.

2. LETTER OF UNDERSTANDING

State your understanding of work to be accomplished and make a commitment to perform all work within the required time frames. Also, state the name of the person who will be authorized to make representations for the proposer, their title, address, phone and fax number(s) and email address. State that the person signing the letter has been authorized to bind the proposer.

3. PROPOSER'S QUALIFICATIONS AND EXPERIENCE

The proposer shall identify the company's background, experience and qualifications with special reference to the pertinent experience as it relates to the City's project.

The proposer shall also identify each reference by including the name, title and phone number of key customer contact personnel involved with the project. Use the Reference Information Form (Exhibit A) to provide this information. Local references are preferred. This would allow City Staff to visit the site if desired.

Resumes of the key member(s) of the Contractor's team should be included in this area.

The Contractor shall include a summary of litigation in this section. The summary shall include any litigation, claim(s), or contract dispute(s) filed by or against the Contractor in the past five (5) years, which is related to the services that the Contractor provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If no litigation, provide a statement to that effect.

Provide copies of all required State of Florida and/or Pinellas County licenses, if applicable.

Submit information requested in Item C.5. Please submit the information in the same sequence as it is requested. Please identify the item to which the information applies.

4. PROPOSED SOLUTION

Contractors should discuss their proposed solution in this section. The various requirements of "Scope of Work" (Items C.2-C.4) should be discussed in this area. Please submit the information in the same sequence as it is requested. Please identify the item to which the information applies.

5. PROJECT COST

Provide a detailed cost breakdown for the required equipment and services as discussed in Item C.7. **Costs should include all hardware, software, installation, training, etc. costs. Please include Exhibit E – Pay Station Response Form in this area. Exhibit E costs shall be a part of the equipment cost breakdown. However, Exhibit E is not intended to be a complete list of all equipment required.**

Contractor shall provide all necessary and relevant specifications for all products and services, including pay-by-plate machines, license plate recognition readers and hardware, front-end web and mobile payment application software, back-end parking enforcement and user interface software.

6. SCHEDULE

Provide an exhibit showing your firm's estimated schedule for implementation and execution of the work. The purpose of the schedule is to detail the actions and responsibilities of the City and the Contractor beginning at contract award and ending at the contract start date. See Item C.6.

7. ADDITIONAL INFORMATION

All required Exhibits not specifically required in another section of the response shall be included in this section. The Contractor may include any other pertinent additional information in this Section.

**EXHIBIT A
REFERENCE INFORMATION**

Organization _____

Contact Person _____

Address _____

City _____ State _____ Zip _____

Phone Number () _____ Fax: () _____

Date Contract Awarded _____

Organization _____

Contact Person _____

Address _____

City _____ State _____ Zip _____

Phone Number () _____ Fax: () _____

Date Contract Awarded _____

Organization _____

Contact Person _____

Address _____

City _____ State _____ Zip _____

Phone Number () _____ Fax: () _____

Date Contract Awarded _____



City of Dunedin
Purchasing Section
P.O. Box 1348
Dunedin, Fl. 34697-1348

EXHIBIT B
IMMIGRATION STATUS AFFIDAVIT

Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors. Contractor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility program requirements of the State of Florida and the United States of America.

I certify that the company shown below is in compliance and that I am authorized to sign on its behalf.

RFP/Bid # and Name _____

(Company) (Address)

I, _____ (Print Name), the _____ (Title)

of _____ (Company Name) swear or affirm that all the information on this affidavit and submitted with this bid or proposal is true, and that I am authorized to complete this affidavit on behalf of the firm.

(Signature) (Date)

The foregoing instrument was acknowledged before me this _____, 20__ by

_____ who personally known to me or who has produced _____

(type of identification) as identification and who executed the foregoing Affidavit of Contractor.

(SEAL) STATE OF FLORIDA
COUNTY OF PINELLAS

(Signature of Person taking Acknowledgement) (Title or Rank)

(Name of Officer taking acknowledgement –
Typed, printer or stamped) (Serial Number)

*Contractor - Submit with Bid or Proposal Documents

CITY OF DUNEDIN CONTRACT

THIS AGREEMENT made the _____ day of _____, 2016, by and between the CITY OF DUNEDIN, FLORIDA, a municipal corporation in the State of Florida, hereinafter called the City, and _____ "Primary" Contractor, hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the City has previously determined that it has a need for an PARKING PAY STATIONS AND A PARKING MANAGEMENT SOFTWARE SYSTEM; and

WHEREAS, The City, after soliciting competitive proposals for such services pursuant to City of Dunedin Request for Proposal No. 16-1063 (hereinafter Request for Proposal or RFP), the City has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the City with a PARKING PAY STATIONS AND A PARKING MANAGEMENT SOFTWARE SYSTEM, as requested and more specifically outlined in the Request for Proposal, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.

2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Proposal.

3. Term of Agreement. The initial contract term shall be for a period of three (3) years and shall commence upon acceptance of and final payment for all equipment and services required to implement the system. The City reserves the right to renew the contract for additional three (3) year renewal terms providing all terms and conditions remain the same and both the City and the Contractor agree to the renewal. All costs shall remain firm during the initial contract period.

4. Amendment of the Contract. This Contract may be amended only by mutual written agreement of the parties.

5. Assignment. The Contractor shall perform this contract. No assignment shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represents a conflict of interest or are contrary to any local, state or federal laws. Action by the City awarding a proposal to a proposer which has disclosed its intent to assign in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

6. Cancellation. The City of Dunedin reserves the right to cancel this Contract, without cause, by giving ninety (90) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to

comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Dunedin.

In addition to all other legal remedies available to City, the City reserves the right to cancel and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the City.

Termination or cancellation of the contract will not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of the contract.

Termination or cancellation of the contract will not relieve the Contractor of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the contract.

7. Compensation. As compensation for the Contractor providing services to the City as described herein, the City shall pay the Contractor per the terms of the RFP, based on the submission of invoices for work completed. All payments shall be made in accordance with the Florida Prompt Payment Act, Fla. Stat. Contract cost changes shall be in accordance with the terms and conditions of the Request for Proposal Documents.

8. Permits/Licenses. The Contractor must secure and maintain any and all permits and licenses required to complete this contract.

9. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The Contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section B of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the Contractor.

10. Indemnification. The Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City, its employees, agents and elected officials from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or by or on account of any act or omission, neglect or misconduct of the said Contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

11. Governing Law. The laws of the State of Florida shall govern this Agreement.

12. Severability. The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.

13. Documents Comprising Contract. The Contract shall include this Agreement for PARKING PAY STATIONS AND A PARKING MANAGEMENT SOFTWARE SYSTEM SOLUTION, as well as the following documents, which are incorporated herein by reference.

- a. City of Dunedin's Request for Proposal (#16-1063) and all of its addenda and attachments issued on March 25, 2016 (Exhibit A);
- b. Contractor's Certificate of Insurance required under Section B of the Request for Proposal Exhibit B);
- c. Contractor's Proposal and all associated documents (Exhibit C).

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties hereto have executed the Contract in three counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.

ATTEST: _____
City Clerk

CITY OF DUNEDIN, FLORIDA

SEAL

By: _____
City Manager

APPROVED AS TO CORRECTNESS AND FORM

COUNTERSIGNED:

By: _____
City Attorney

By: _____
Mayor

ATTEST: _____

(Contractor's Name and Title)

By: _____
Contractor

Proposed Downtown Paid Parking Map Exhibit D

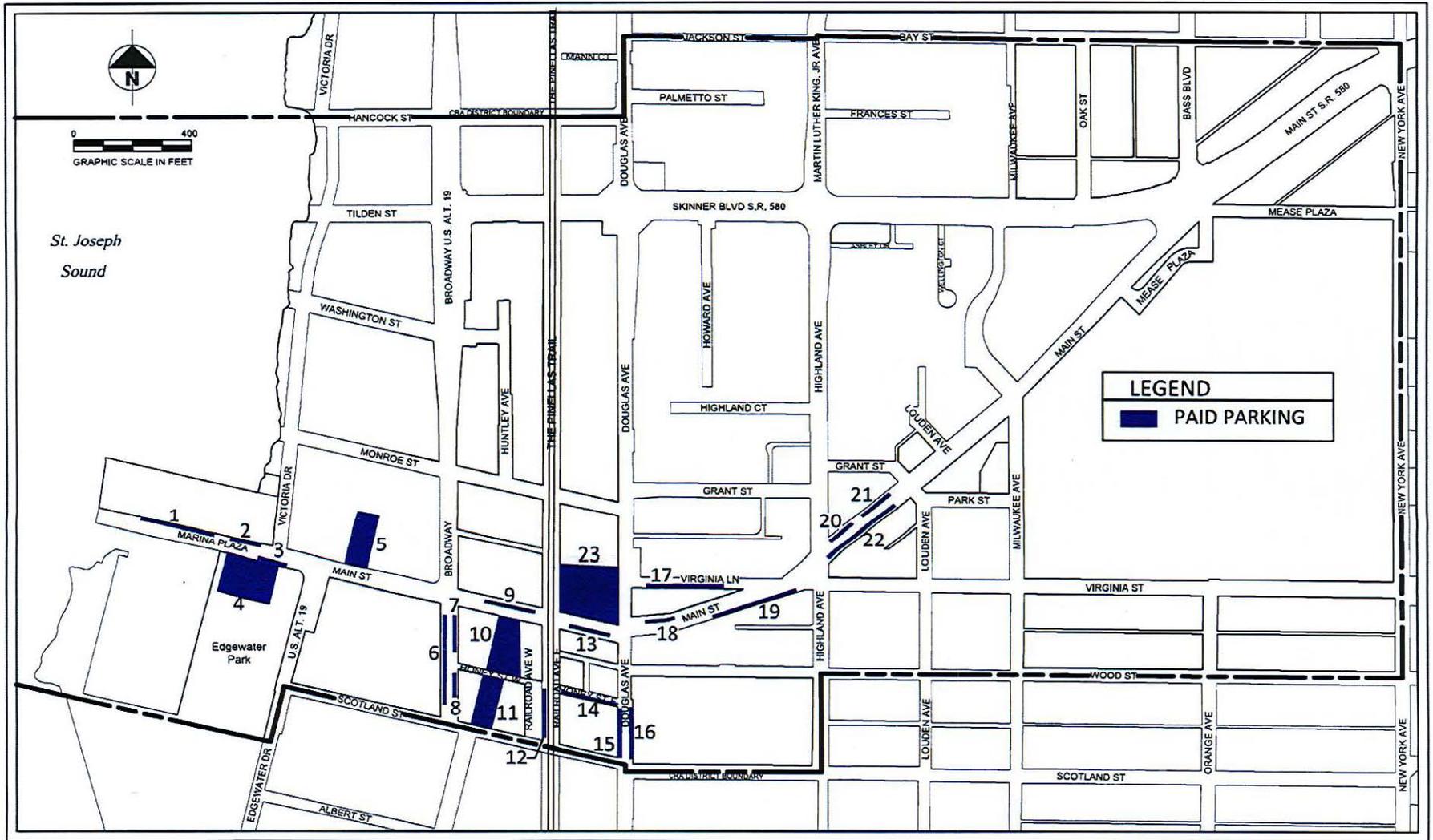


Exhibit E - Pay Station Response Form

Parking Lot Number	Number of Spaces	Location	Suggested Equipment	Pay Station Quantity	Cost	Extended Cost
1	24	Marina Plaza			\$ _____	\$ _____
2	2	Marina Plaza			\$ _____	\$ _____
3	10	Marina Plaza			\$ _____	\$ _____
4	44	Marina Parking Lot			\$ _____	\$ _____
5	39	Justice Plaza Lot			\$ _____	\$ _____
6	11	Broadway			\$ _____	\$ _____
7	5	Broadway			\$ _____	\$ _____
8	3	Broadway			\$ _____	\$ _____
9	13	Main Street			\$ _____	\$ _____
10	25	The Blur Lot			\$ _____	\$ _____
11	29	The Scotland Lot			\$ _____	\$ _____
12	16	Parking Facing Museum			\$ _____	\$ _____
13	11	Main Street			\$ _____	\$ _____
14	13	Honey Lane			\$ _____	\$ _____
15	4	Douglas Ave.			\$ _____	\$ _____
16	7	Douglas Ave.			\$ _____	\$ _____
17	16	Virginia St.			\$ _____	\$ _____
18	7	Main Street			\$ _____	\$ _____
19	17	Main Street			\$ _____	\$ _____
20	3	Main Street			\$ _____	\$ _____
21	7	Main Street			\$ _____	\$ _____
22	18	Main Street			\$ _____	\$ _____
		Total Cost				\$ _____