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Issue Date: December 21, 2019

Non-Mandatory Pre-Proposal Conference:
January 10, 2019 @ 11:00 a.m.
at City Hall
200 E University Avenue,
Third Floor, Room 332
Gainesville, Florida

Question Submittal Deadline is January 17, 2019

Bid Due Date: January 30, 2019 @ 3:00 p.m. local time

REQUEST FOR PROPOSAL

RFP NO. DOMX-190023-DS

**INTEGRATED PARKING MANAGEMENT
& MOBILE TICKETING SOLUTION**

Procurement Representative:

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Procurement Division
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City of Gainesville
200 East University Avenue, Room 339 – Gainesville, Florida 32601

TABLE OF CONTENTS

SECTION I – REQUEST FOR PROPOSAL OVERVIEW & PROPOSAL PROCEDURES1

A. INTRODUCTION/BACKGROUND 1

B. RFP TIME TABLE..... 1

C. PROPOSAL SUBMISSION..... 1

D. NON-MANDATORY PRE-PROPOSAL CONFERENCE..... 2

E. CONTACT PERSON 2

F. ADDITIONAL INFORMATION/ADDENDA 2

G. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS..... 3

H. RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES..... 3

I. COSTS INCURRED BY PROPOSERS..... 3

J. ORAL PRESENTATION..... 3

K. EXCEPTION TO THE RFP 3

L. CONFIDENTIAL AND/OR EXEMPT INFORMATION 3

M. QUALIFICATIONS OF PROPOSERS 4

N. NEGOTIATIONS 4

O. RIGHTS OF APPEAL..... 5

P. RULES; REGULATIONS; LICENSING REQUIREMENT 5

Q. REVIEW OF PROPOSALS 5

R. LOCAL SMALL AND SERVICE-DISABLED VETERAN BUSINESS PARTICIPATION..... 5

S. LIVING WAGE 5

T. LOCAL PREFERENCE 6

U. RECORDS/AUDIT 6

V. INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/FINES/PENALTIES 6

SECTION II – SCOPE OF SERVICES.....7

A. INTENT 7

B. MINIMUM REQUIREMENTS..... 7

SECTION III – PROPOSAL FORMAT8

A. FORMAT AND CONTENTS OF PROPOSAL 8

B. QUALIFICATIONS/STATEMENT OF QUALIFICATIONS..... 8

SECTION IV – EVALUATION CRITERIA AND PROCEDURES.....9

A. EVALUATION CRITERIA..... 9

B. SELECTION PROCESS..... 9

SECTION V – GENERAL PROVISIONS11

A. CONTRACT AWARD 11

B. GENERAL TERMS AND CONDITIONS 11

SECTION VI – TECHNICAL SPECIFICATIONS.....13

SECTION VII – PRICE PROPOSAL23

DRUG-FREE WORKPLACE FORM.....25

DEBARRED AND SUSPENDED BIDDERS:.....26

BREACH OF CONTRACT.....26

ARTICLE X. LOCAL PREFERENCE POLICY*30

CERTIFICATION OF COMPLIANCE WITH LIVING WAGE.....32

LIVING WAGE DECISION TREE33

PROPOSAL RESPONSE FORM – SIGNATURE PAGE34

PROCUREMENT DIVISION SURVEY.....36

**CITY OF GAINESVILLE
REQUEST FOR PROPOSALS FOR
INTEGRATED PARKING MANAGEMENT
& MOBILE TICKETING SOLUTION**

SECTION I – REQUEST FOR PROPOSAL OVERVIEW & PROPOSAL PROCEDURES

RFP#: DOMX-190023-DS

Due Date: January 30, 2019 @ 3:00 p.m.

A. INTRODUCTION/BACKGROUND

The City of Gainesville (hereafter “City”) is requesting proposals from qualified providers of an integrated mobile parking management, parking enforcement and mobile ticketing solution to enhance the parking program efficiency and improve the customer experience by facilitating mobility and integration of transportation modes. This solicitation implements a permanent parking management, enforcement and mobile ticketing solution after the termination of the pilot program.

B. RFP TIME TABLE

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

RFP available for distribution	December 21, 2019
Non-Mandatory Pre-Proposal Conference	January 10, 2019 at 11:00 a.m. (local time)
Deadline for receipt of questions	January 17, 2019
Deadline for receipt of proposals	January 30, 2019 at 3:00 p.m. (local time)
Evaluation/Selection process	Week of February 4, 2019
Oral Presentations, if conducted	Week of February 18, 2019
Projected award date (by City Commission)	March 21, 2019
Projected contract start date	May 1, 2019

All dates are subject to change. Bidders will be notified in event of change.

C. PROPOSAL SUBMISSION

One original and 4 copies (a total of 5) of the complete proposal must be received by January 30, 2019 at 3:00 p.m. local time at which time all proposals will be publicly opened. In addition, proposer should provide one (1) electronic copy of their proposal in PDF format on a CD or USB flash drive. Electronic document should not be password protected, encrypted, etc.

The original, all copies, and the separate sealed price envelope, if required, must be submitted in a sealed envelope or container stating on the outside the proposer’s name, address, telephone number, RFP title, number and due date and delivered to:

City of Gainesville
General Government Procurement
200 East University Avenue, Room 339
Gainesville, Florida 32601

Hand-carried and express mail proposals may be delivered to the above address **ONLY** between the hours of 8:00 a.m. and 5:00 p.m., local time, Monday through Friday, excluding holidays observed by the City.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Any proposal received after 3:00 p.m. (local time), January 30, 2019 will not be considered and will be returned unopened.

Both the Technical Proposal and the Price Proposal, if required to be submitted in a separate envelope, must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer, and proposer(s) must affix their company's corporate seal to both Proposals. In the absence of a corporate seal, the Proposals must be notarized by a Notary Public.

The submittal of a proposal by a proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated fees.

D. NON-MANDATORY PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference has been scheduled for Thursday, 11:00 a.m. on January 10, 2019 at City Hall, 200 E University Avenue, Third Floor, Room 332, Gainesville, Florida. At that time, prospective proposers or their representatives may discuss any questions pertaining to the project.

E. CONTACT PERSON

The contact person for this RFP is Daphyne Sesco, Procurement Specialist 3, at (352) 334-5021 or email sescoda@cityofgainesville.org in Procurement. Explanation(s) desired by proposer(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing, as is further described below.

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, City officials or employees except the Procurement designated staff contact in the Procurement division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the issue date which allows for immediate submittals to the City of Gainesville Procurement Division for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract . Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

F. ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing no later than the date specified in the RFP Timetable. The request must contain the proposer's name, address, phone number, and facsimile number. Electronic facsimile will be accepted at (352) 334-3163.

Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, and facsimile number.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the proposer's responsibility to be sure all addenda were received. The proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals.

G. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Proposals received after the Proposal Due Date and time are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered. Letters of withdrawal received after the Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered.

H. RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

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

I. 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 by the proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the proposer(s) prior to commencement of work as defined by a contract approved by the City Commission.

J. ORAL PRESENTATION

The City may require proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein.

K. EXCEPTION TO THE RFP

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a proposer take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Proposer furnish the services or goods described herein, or negotiate an acceptable alternative.

L. CONFIDENTIAL AND/OR EXEMPT INFORMATION*Florida's Public Records Law*

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, formatting, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the agency, are public records. (Section 119.011(12), Florida Statutes). Every person who has custody of a public record shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the custodian of the public records. (Section 119.07(1)(a), Florida Statutes). Accordingly, all responses to bids, and the documentation and materials attached to bids or provided to the City in connection with a bid are considered to be available for public inspection and copying unless the public record is confidential and/or exempt.

How to Designate Information as Confidential and/or Exempt

If a bidder believes that its response contains information that is confidential and/or exempt (as defined by Florida or Federal law) and should be withheld from disclosure to the public, in such cases the bidder must:

1. Provide a **redacted** hard copy of its response which will be available for public inspection.
2. Provide an electronic copy of the **redacted** document in a pdf format (CD or flash drive).
3. Provide one (1) original and four (4) **unredacted** copies of the proposal in a separate envelope, with the confidential and/or exempt information highlighted in yellow.
4. On the outside of the envelope containing the **unredacted** document, provide a general description of the information bidder has designated as confidential and/or exempt, and provide a reference to the appropriate Florida or Federal statute supporting the confidential and/or exempt classification.

How the City will Handle Material Identified as Confidential and/or Exempt

The City's evaluators will be provided with the complete proposal, including any confidential and/or exempt information. The City evaluators will maintain the confidentiality of the information through the evaluation process, including any recorded evaluation team meetings.

In the event a public record request is made to view the information which bidder claims is confidential and/or exempt, the City will notify the bidder and give the bidder a reasonable opportunity (generally 2 business days) to institute appropriate legal action to prevent the disclosure of the information claimed as confidential and/or exempt.

All public records submitted to the City, including those claimed as confidential and/or exempt, will be retained by the City and will not be returned to a bidder at the conclusion of the bidding process.

City's Position Regarding Claims of Confidential and/or Exempt Information

The City offers no opinion as to whether a bidder's reference to any Florida or Federal statute is correct and/or accurate. The City does not warrant or guarantee that any information designated by a bidder as confidential and/or exempt from disclosure conforms to the requirements of Florida or Federal law.

Bidder to Defend, Indemnify, and Hold City Harmless in the Event of a Public Records Request

Bidders should be aware that the designation of information as confidential and/or exempt may be challenged in court by any person or entity. By designating information as confidential and/or exempt, the bidder agrees to defend the City, its employees, agents and elected and appointed officials ("Indemnified Parties") against all claims and actions (whether or not a lawsuit is commenced) related to a bidder's designation of information as confidential and/or exempt, and to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees (including those of the City Attorney's office) incurred by the City by reason of any claim or action arising out of or related to a bidder's designation of information as confidential and/or exempt.

Waiver of Claim of Confidential and/or Exempt

Failure to comply with the requirements above shall be deemed a waiver by a bidder to claim that the information in its proposal is confidential and/or exempt.

M. QUALIFICATIONS OF PROPOSERS

As a part of the Proposal evaluation process, City may conduct a background investigation of proposer, including a record check by the Gainesville Police Department. Proposer's submission of a Proposal constitutes acknowledgment of the process and consent to such investigation.

No proposal shall be accepted from, nor will any contract be awarded to, any proposer who is in arrears to City upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is otherwise determined to be irresponsible or unreliable by City.

If Proposer is determined to be irresponsible or unreliable, City will notify Proposer of its finding, including evidence used, and allow proposer an informal hearing and the opportunity to come into compliance within three business days of notification.

N. NEGOTIATIONS

The City may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the proposer's best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with the selected proposer. If the City and the selected proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected proposer. This process will continue until a contract has been executed or all proposers have been rejected. No proposer shall have any rights against the City arising from such negotiations.

O. RIGHTS OF APPEAL

Participants in this RFP solicitation may protest RFP specifications or award in accordance with Section 41-580 of the City of Gainesville’s Financial Services Procedures Manual.

P. RULES; REGULATIONS; LICENSING REQUIREMENT

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

Q. REVIEW OF PROPOSALS

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all required documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.

R. LOCAL SMALL AND SERVICE-DISABLED VETERAN BUSINESS PARTICIPATION

It is the policy of the City of Gainesville that all local small and service-disabled veteran businesses as defined in the Local Small Business Procurement Program Policies and Procedures, have the maximum practical opportunity to participate in contracting opportunities provided by the City. In keeping with this policy, each proposer is asked to state whether it will utilize small and service-disabled veteran that are eligible for assistance to perform work on the project(s) being advertised. For firms not yet certified by the City, a small and service-disabled veteran application may be requested and submitted to the Office of Equal Opportunity. Applications can be downloaded from the Office of Equal Opportunity website at <http://www.cityofgainesville.org/OfficeofEqualOpportunity.aspx>. To be considered as a certified small and/or service-disabled veteran, a proposer must have a current certificate at the time of the solicitation submittal due date. For more information on certified small and service-disabled veteran businesses, please visit the Office of Equal Opportunity’s website.

S. LIVING WAGE

- This contract is a covered service. (See Living Wage Decision Tree - Exhibit C attached hereto)
- This contract is **not** a covered service.

The Living Wage ordinance, Ordinance 020663, as amended at Ordinance 030168, and as shown on the City’s web page, applies to certain contracts for specific “Covered Services,” which the City has determined may include services purchased under this Contract, depending upon the cost/price of the contract awarded. A copy of the ordinance, as amended, will be attached to and made a part of the executed contract. Bidders/Proposers should consider the effect/cost of compliance, if any, with the requirements of the Living Wage Ordinance if the services purchased are “Covered Services”, the prime contract amount exceeds the threshold amount, the bidder/proposer meets the definition of Service Contractor/Subcontractor (and is not otherwise excluded from the application of the ordinance) and the ordinance provisions, which are incorporated herein, apply to any Covered Employees.

If applicable, the adjusted Living Wage for this contract will be \$12.0673 per hour (Living Wage with Health Benefits) or \$13.3173 per hour if Health Benefits are not offered.

If applicable, a successful Service Contractor/Subcontractor shall be required to execute the certification, attached as Exhibit B hereto, prior to the City executing the contract. Once executed, such certification will become part of the contract; however, failure to sign such certification will prevent execution of the contract, may result in forfeiture of any applicable bid or proposal bond, and could result in other adverse action.

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall comply with the provisions of the City of Gainesville’s living wage requirements, as applicable. Failure to do so shall be deemed a breach of contract and shall authorize the City to withhold payment of funds until the living wage requirements have been met.
- (2) The Contractor will include the provision of (1) above in each subcontract for Covered Services with a Service Contractor/Subcontractor, as defined herein, so that the provisions of (1) above will be binding upon each such Service

Contractor/Subcontractor. The Contractor will take such action with respect to any such subcontract as may be directed by the contract administrator as a means of enforcing such provisions; provided, however, the City shall not be deemed a necessary or indispensable party in any litigation between the contractor and a subcontractor concerning compliance with living wage requirements.

T. LOCAL PREFERENCE

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased and awarded by the City Commission or other authority. In the case of requests for proposals, letter of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses. Local Businesses are assigned five (5) percent of the total points of the total evaluation points.

Local business means the vendor has a valid business tax receipt, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, in the Bid or RFP evaluation, the vendor must provide a copy of the business tax receipt and Zoning Compliance Permit.

U. RECORDS/AUDIT

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

V. INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/FINES/PENALTIES

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the Contractor and specific Contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

W. NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT

As a condition of entering into this agreement, the company represents and warrants that it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination. The company shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the solicitation, selection, hiring, commercial treatment of subcontractors, vendors, suppliers or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination.

The City reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. The company understands and agrees that a violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.”

For more information on this policy and requirement, please visit the Office of Equal Opportunity's website.

SECTION II – SCOPE OF SERVICES

A. INTENT

It is the intent of the City of Gainesville to obtain proposals for an *Integrated Parking Management & Mobile Ticketing Solution* to address: (1) the needs of the City’s parking program including provisions for hourly parking, parking permits, and citations; and, (2) the integration of transportation modes and enhancement of the overall customer experience by providing a mobile ticketing solution for transit.

B. MINIMUM REQUIREMENTS

Refer to Section III B. – Proposal Format.

SECTION III – PROPOSAL FORMAT

Instructions to proposers: Proposals must contain each of the below enumerated documents, each fully completed, signed, and notarized as required. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

A. FORMAT AND CONTENTS OF PROPOSAL

1. Table of Contents

The table of contents should outline in sequential order the major areas of the proposal, and all pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

2. Technical Proposals

The technical proposal is a narrative which addresses the scope of work, the proposed approach to the work, the schedule of the work, and any other information called for by the RFP which the proposer deems relevant.

3. Price Proposal

The price proposal is a presentation of the proposer's total offering price including the estimated cost for providing each component of the required goods or services.

Proposers should indicate the dollar amount which will be attributed to each sub-contractor, if any.

If a prescribed format for the price proposal is appended, proposers must use it; otherwise, proposers may use formats of their choice.

4. Qualifications

The response to the minimum qualification requirements contained below is a list of the minimum qualification requirements prescribed for the RFP. Proposers must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be considered for award. If a prescribed format, or required documentation for the response to minimum qualification requirements is stated below, proposers must use said format and supply said documentation.

A copy of your Business tax receipt and Zoning Compliance Permit should be submitted with the proposal if a local preference is requested.

B. QUALIFICATIONS/STATEMENT OF QUALIFICATIONS

Provide a brief history of company including year of establishment; organizational chart indicating individuals responsible for the contract; corporate office location; key contacts with name, title, address, phone and email address; standard terms of payment; provide annual sales for the last 3 years in other city/county governmental entities served; provide examples of similar contracts with references; what differentiates the company from competitors; marketing strategies; company capabilities; company certifications

SECTION IV – EVALUATION CRITERIA AND PROCEDURES

A. EVALUATION CRITERIA

1.0 SELECTION AND EVALUATION CRITERIA

Proposals will be evaluated in accordance with the procedures described in the City's Professional Services Evaluation Handbook. The proposals will be evaluated in four stages: Technical Qualifications Evaluation, Written Proposal Evaluation and/or Presentation/Interview Evaluation, and Other Factors as deemed appropriate. The City shall consider the ability of the firm's professional personnel, willingness to meet time and budget requirements, workload, location, past performance, volume of previous work with the City, and location. The Evaluation process provides a structured means for consideration of all these areas.

1.1 Technical Qualifications Evaluation

The Technical Qualifications Evaluation will assess each responding firm's ability based on experience and qualifications of key team members, the firm's capability of meeting time and budget requirements, and the firm's record with regard to this type of work, particularly in the City of Gainesville or in the State of Florida. This stage does not involve review and evaluation of a proposal addressing the project scope of work. Consideration will be given to the firm's current workload, financial stability, and the location where the majority of the technical work will be produced. The City will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.

1.2 Written Proposal Evaluation

The Written Proposal Evaluation will assess the firm's understanding of the project and the proposed approach to be undertaken as addressed in a written proposal. The evaluation process will assess how effectively the requirements of the scope of services have been addressed. The written proposal should identify a project manager and other key members of the project/service team. It should relate the capabilities of the project/service team to the requirements of the scope of services.

1.3 Presentation/Interview Evaluation

The Proposal Presentation/Interview Evaluation is based on an oral presentation that addresses both the technical qualifications of the firm and the approach to the project. Importance is given to the firm's understanding of the project scope of work, the placement of emphasis on various work tasks, and the response to questions. The evaluation process will assess the project manager's capability and understanding of the project and his/her ability to communicate ideas. The role of key members of the project/service team should be established based on the scope of services and the firm's approach to the project/service. The role of any subcontracted firm in the proposal should be clearly identified. Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project/service, particularly "why it is to be done" as well as "what is to be done". The City of Gainesville will not be impressed with excessive boilerplate, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations.

1.4 Other factors

The Other Factors to be considered, based upon the specific project (but not limited to), are those items, such as SBPP and/ or Local Preference. Fee proposals, when requested and deemed appropriate, are also to be considered in the evaluation process, where the request for such fees is in accordance with the City's Procurement Policies and Procedures.

B. SELECTION PROCESS

The contractor(s) will be selected from the qualified vendors submitting responses to this Request for Proposals. The selection process will be as follows:

1. Evaluators consisting of staff will review the written proposals. The evaluation process provides a structured means for consideration of all proposals.
2. Upon review and evaluation, the City may request oral presentations from the top ranked vendors. During the oral presentations, the vendors shall further detail their qualifications, approach to the project and ability to furnish the required services. These presentations shall be made at no cost to the City. Firms selected for further presentations should provide one (1) electronic copy of materials presented in PDF format on a CD.

3. Prior to final ranking of firms, the apparent top ranked vendor may be required to furnish proof to the City that it complies with the specifications.
4. The final ranking of firms will be in accordance with the procedures described in the City's Professional Services Evaluation Handbook. If required, the final ranking of firms will be presented to the City Commission. The City Commission will be requested to approve the recommended ranking and authorize execution of the contract with the top ranked vendor.

SECTION V – GENERAL PROVISIONS

A. CONTRACT AWARD

The award(s), if any, shall be made to the proposer(s) whose proposal(s) shall be deemed by the City to be in the best interest of the City. The decision of the City of whether to make the award(s) and which proposal is in the best interest of the City shall be final.

The Contract to be entered into with the successful proposer will designate the successful proposer as the City's Contractor and will include, but not be limited to, the following terms and conditions.

B. GENERAL TERMS AND CONDITIONS

Following are the General Terms and Conditions, supplemental to those stated elsewhere in the Request for Proposals, to which the Vendor must comply to be consistent with the requirements for this Request for Proposals. Any deviation from these or any other stated requirements should be listed as exceptions in a separate appendix of the proposal.

1. Public Entity Crimes. Section 287.133 (2)(a), Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 consultant under a contract with any public entity, and may not transact business with any public entity, in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
2. Tie Bids. Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; (4) Bidders located within the State of Florida; (5) coin toss. In the case where Federal funds are being utilized, articles 2,3 and 4 will not apply.
3. Drugfree Workplace. Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.
4. Indemnification. The Contractor shall agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the contract whether by act or omission or negligence of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.
5. Insurance. Contractor shall provide proof of insurance in an amount as noted below:

Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.

Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).

The City shall be an additional insured on such Public Liability Insurance and the Contractor shall provide copies of endorsements naming the City as additional insured.

Automobile Liability Insurance

Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

The Contractor shall furnish the City a certificate of insurance in a form acceptable to the City for the insurance required. Such certificate or an endorsement provided by the Contractor must state that the City will be given thirty (30) days' written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage.

6. Sovereign Immunity. Nothing in the executed contract shall be interpreted that the City waives its sovereign immunity granted under Section 768.28, Florida Statutes.
7. Term. The term of the contract will commence upon final execution and will continue for three (3) years, subject to funding in subsequent fiscal years. At the end of the contract period, upon satisfactory performance, the City, may at its option, extend the contract for two additional one (1) year periods.
8. Termination. The contract will provide termination by either party without cause upon 30 days prior written notice to the other party. In the event of termination, the Contractor will be compensated for services rendered up to and including the day of termination.
9. Applicable Law. The contract and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida. Venue in the courts of Alachua County, Florida.
10. Joint Bidding/Cooperative Purchasing Agreement. All bidders submitting a response to this invitation to bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and the same effective period as this bid, should the bidder deem it in the best interest of its business to do so. This agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida to rebid any or all items.
11. Subcontractors. All successful contractors specific to construction in the amount of \$300 thousand or more to include material suppliers shall be required to provide information of subcontractors in addition to sub and sub subcontractors prior to final payment under the contract.
12. Florida Public Records Act.

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:

 1. Keep and maintain public records required by the public agency to perform the service.
 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS _____ 352-334-_____, _____@CITYOFGAINESVILLE.ORG, P.O. BOX 490 MAIL STATION 32, GAINESVILLE, FL 32627.

SECTION VI – TECHNICAL SPECIFICATIONS

A. SCOPE

It is the intent of the City of Gainesville to obtain proposals for an *Integrated Parking Management & Mobile Ticketing Solution* to address: (1) the needs of the City’s parking program including provisions for hourly parking, parking permits, and citations; and, (2) the integration of transportation modes and enhancement of the overall customer experience by providing a mobile ticketing solution for transit.

B. BACKGROUND

This solicitation implements a permanent parking management, enforcement and mobile ticketing solution after the termination of the pilot program.

C. DESCRIPTION OF SOLUTIONS REQUESTED

1. INTEGRATED PARKING MANAGEMENT SOLUTION

The City desires to implement a mobile pay solution to manage all of its parking assets including on-street parking, parking lots, parking garage and other public parking facilities such as those available in City-owned parks and facilities as the need arises. The City also desires to implement a parking management solution to facilitate parking enforcement.

1) Parking Management

The City’s parking inventory is comprised of over 400 metered spaces and over 900 virtual metered spaces (mobile pay only) located on-street and in the parking garage. The parking garage offers both short-term and long-term parking options. In addition, there are specific contractual obligations at the parking garage that require special group payment options (i.e., whitelisting; employer groups; jurors; discounted pay groups; among others). The current mobile pay system also allows for the use of validation codes at the garage offered by local businesses and other users. The City also manages a neighborhood parking program and desires to transition the area into virtual permits based on license plate recognition. The system must be able to handle different permit types, permit lengths, and permit requirements (i.e., user documentation to ensure eligibility of purchase). The ideal parking management system should provide adequate accommodation for all the different parking needs, emphasizing ease of use to enhance the customer experience and to facilitate the management of the system.

a) Payment Options

i) Mobile Pay

The vendor must provide smart phone applications with the following requirements:

- Mobile applications need to support existing and new Android and iOS operating systems.
- Applications can be downloaded from the Android Marketplace or Apple Store, or equivalent.
- Applications can be downloaded or redirected from the vendor’s website.
- When a user launches the application, it must:
 - Prompt for the username and password (for registered users). The application must have the ability to save the username and password to expedite future logins.
 - Provide an interface to sign up as a new user.
- Upon logging in, the application must have the following options:
 - Begin parking via GPS, QR Code, NFC or manual entry.
 - Extend parking.
 - Check account balance.
 - Recharge account with credit card on file.
- In addition, the application must also have the following functionality:
 - Manage account: Add, remove, or edit a credit card.
 - Manage account: Add, remove, or edit a vehicle.
 - Manage account: Select a primary vehicle.
 - Manage account : Add funds to the account from a credit card
 - Transaction history showing all paid parking sessions by: Date and time, Duration, Rate, Total amount, Payment

method, License plate number, Meter/block/zone ID.

- For new or extended parking sessions, the application must remind the customer that the session is about to expire with a push notification on the phone. The user must be able to turn this feature on or off.
- The application must have industry-level standards to encrypt and secure credit card and other personal data.

ii) Web Pay

The system must provide a website with the following requirements:

- Vendor must have the option to have a customized website or use the vendor's standard website.
- Support desktop and mobile browsers.
- When a user launches the website, it must:
 - Prompt for the username and password (for registered users). The website must have the ability to save the username and password locally on the device (PC or phone) to expedite future logins.
 - Provide an interface to sign up as a new user.
- Upon logging in, the website must have the following options, with identical functionality to that of the mobile application:
 - Begin parking.
 - Extend parking.
 - Check account balance.
 - Recharge account with credit card on file.
 - Manage account.
 - Transaction history.
- The application must have industry-level standards to encrypt and secure credit card and other personal data.

iii) Pay by phone (IVR)

In order to extend access of the system and address equity concerns a pay-by-phone / interactive voice response (IVR) option must be provided including the requirements outlined below. Alternative options that meet the intent may also be considered.

- Users can call a toll free or local number.
- The system recognizes the user (account) based on the incoming number.
- One account can be associated with multiple landline or cellular phone numbers.
- The IVR system must recognize user inputs by touch tones and speech.
- The IVR system must have menu options and dialog, including:
 - Begin parking - One account can hold multiple vehicles (license plate numbers). The system must allow the user to choose a vehicle if multiple vehicles are on the account.
 - Extend parking - The system must have the ability to restrict extensions that are beyond the maximum length of stay. The system must have the ability to reject purchases on the same block for a set amount of time after a maximum purchase.
 - Sign up as a new user
- If a user selects the option to begin parking, the system must:
 - Prompt for a meter/block/zone ID.
 - Query the parking system inventory to confirm that parking is permitted at the current time.
 - Prompt for the time to park - The system must have the ability to impose a minimum time purchase. The system must have the ability to restrict purchases to increments of time. The system must reject an entry greater than the length of stay.
 - Confirm that the purchase is complete.
 - Prompt whether to remind the user that the parking session is set to expire with an automated SMS or email.
 - Prompt for the number of minutes before the expiration to send the reminder.
- If a user selects the option to extend parking, the system must:
 - Verify that there is a currently active parking session.
 - Prompt for the time to extend.
 - Confirm that the extension is complete.

iv) Cash payment

To ensure accessibility of the system to all users, an additional payment method is desired that would allow for users to pay by cash at major retailers and obtain a code or similar method to interact with the system.

b) Account Management

The system must provide multiple ways for a user to manage his or her mobile payment for parking system account.

- All interfaces for account management must have industry-level standards to encrypt and secure credit card and other personal data.
- Users must be able to create and manage accounts through a website (desktop and mobile versions), mobile application, IVR system, and through a live customer service representative.
- Users must be able to create new accounts with the following parameters:
 - Username (email).
 - Password.
 - Phone number(s).
 - License plate number(s).
 - Credit card number.
 - Billing name and address.
- Users must be able to access a history of all transactions made on an account and be able to view reports and receipts showing:
 - Date and time.
 - Duration.
 - Rate.
 - Total amount.
 - Payment method.
 - License plate number.
 - Meter/block/zone ID.
- Users must be able to configure reminders for session expirations, including the ability to:
 - Enable or disable reminders.
 - Configure the type of reminder (SMS or email).
- When funding an account, the system must have the ability to impose a minimum charge/recharge amount.
- The system must have the ability to automatically notify a user and/or recharge the account if the account balance falls below a certain amount.
- The system must be able to support both pay per transaction and pay out of a “mobile wallet” models.

c) Administrator Requirements

The system must provide a website/administrator portal accessible only to designed system administrators.

- Customer service representatives must be able to create and manage user accounts.
- Customer service representatives must be able to activate or deactivate mobile payment system user accounts.
- Administrators must be able to run reports on transactions and accounts.
- Administrators must have an interface to query transactions for ticket adjudication purposes.

d) Reporting

The system must provide reporting functionality to designated administrators of the system. These reports must at a minimum include data on:

- Transactions made by:
 - License plate number.
 - Phone number.
 - Username/account number.
 - Date and time.
 - Duration.
 - Rate.
 - Total amount.
 - Payment method.
 - Meter/block/zone ID.
- Account sign ups.
- Account charges/recharges.
- Reports must be available for viewing or download at all times including all transactions within one hour of occurrence. The vendor must provide performance metrics on its reporting tool, with scenarios such as:
 - Number of new accounts per week.
 - Amount of transactions per day/month/year or other user specified period by meter/block/zone ID.

- All transactions in a calendar year.
- Other reports as needed by the City to demonstrate usage of the system.

e) **Data Export and Integration**

- The system must allow data in item **1d)** to be exported in a standard computer readable format such as csv, text, Excel and pdf
- It would be preferred if the system would also allow data export and integration via direct database connection, web services or APIs.

1) **Parking System Inventory**

- The system must have the option for a web-based tool to manage the inventory of the parking system. The inventory must hold information on each meter/block/zone, including its:
 - ID.
 - Address.
 - Status (active or inactive).
 - Rate.
 - Hours of operation.
 - Hours of restrictions.
 - Maximum length of stay.
- Once a change is made to the inventory, the system must be either updated immediately or queued for update at a set time.
- An administrator must be able to use the tool to manually update the attributes of a single meter/block/zone.
- An administrator must be able to import a file to update the entire inventory.

2) **Parking Enforcement**

The desired system must be able to provide a parking enforcement solution. The system must have the following requirements:

- Allow a device to query the payment status of a vehicle through its license plate number using an API provided by the vendor that is compatible with:
 - Android.
 - iOS.
 - Windows Mobile.
 - A platform-agnostic web service.
- Allow a device to query a list of paid vehicles through a meter/block/zone ID.
- Allow a license plate recognition system to query the payment status of a vehicle through its license plate number.
- Pull or receive a list of license plate numbers flagged by law enforcement.
- The system must be able to send an alert when a matching vehicle makes a parking transaction.
- The system must be able to issue citations.
- The vendor must provide examples of their enforcement integration models with other clients.
- System must be compatible with Genetec platform and applications.

3) **Other Technical Requirements**

a) **Data Security**

The system must exercise industry standard protocols to ensure the protection of any data stored and transmitted in the system, including:

- Securing physical servers, storage, etc.
- Firewalls to protect against unauthorized access.
- Data encryption at transport using TLS 1.2 or TLS 1.3 for the website.
- PCI PA-DDS level 1 compliant on all applicable data.
- SAS 70 Type II certified before the Notice of Award.
- The vendor must minimize the City's exposure to sensitive data, such as:
 - Credit card numbers.
 - Personal information of users.
 - The vendor must describe its data security plan and disclose any breaches of security.

b) System Availability

The system must provide redundant/failsafe servers which ensure at least 99.9% uptime of all components of the system, including:

- IVR, including the availability of live customer service representatives.
- Mobile applications.
- User and administrator websites.
- Integration with existing multi space meters (only for the integration part for which the vendor is responsible).
- Integration with existing enforcement systems (only for the integration part for which the vendor is responsible).
- The proposed system must be able to handle up to 50 million mobile payment transactions per year, including up to 12,000 transactions per hour.
- The system must provide system uptime reports from the past 4 years and also provide a plan to scale the system to support additional users and transactions.

c) Integration

The system must be able to communicate with the back office system of any existing multi-space meters. The system must have the following requirements:

- Send each transaction to the existing back office system or a 3rd party system as it happens in real-time.
- Accept transactions sent from the back office system or a 3rd party system.
- The vendor must provide examples of data formats and delivery methods used to communicate transactions to and from external systems.

4) Marketing

The vendor must provide examples of marketing plans used in other cities or markets. In addition:

- The vendor must provide an initial marketing plan to promote the use of the system, including details on the message, medium, location, and frequency of marketing.
- The vendor must provide a comprehensive recurring marketing plan.
- The vendor must supply all promotional and operational graphics, excluding the street signage used to identify meter/block/zone IDs.

All marketing plans and materials shall be approved by the City prior to implementation.

5) Customer Service

a) The vendor must provide the following customer services to end users:

- Live operators available 24/7 to create accounts and resolve issues.
- Language support for English and Spanish (if available).
- Customers looking to establish contact with a live operator must be provided the option at the start of a parking action.
- Callers seeking a live operator must not be on hold for longer than 2 minutes.
- Music and updated messaging must be provided during calls on hold.
- Customers looking to find parking must be provided a web-based or mobile app based map, or other method of locating metered parking.

The vendor must provide a customer support plan that includes projected call volumes and number of support staff available.

b) The vendor must provide the following services to the City:

- Technical support during normal business hours of 8:00 am to 6:00 pm (EST).
- Engineering staff to perform development, testing, and deployment.
- Response times of less than 30 minutes for urgent issues.
- Resolution of urgent issues in less than 2 hours.

The vendor must provide examples of development project plans and issue resolution processes with other clients.

6) Additional Integrated Services

The vendor must incorporate additional integrated services and pricing to their proposal, including but not limited to:

a) Digital virtual permit management system for monthly, residential, visitor and other parking related permits:

- The whole life cycle of a permit must be automated.
 - Registration, application, (auto renewal) payments, approval (if applicable), and issuance must be performed online.
 - Permits can be assigned to the vehicle's license plate number, send to the permit holder's smart phone or other mobile device or printed at home.
 - Online personal account for permit holder to update information and manage their account.
 - Waiting list and mass email functionality.
 - System must allow for more than one vehicle license plate to be associated with one permit
- b) Central database repository for aggregated parking data (analysis), central enforcement and integration of several parking methods and technologies, such as but not limited to:
- Mobile payments for parking system.
 - Pay by plate
 - Digital permit system
 - Enforcement.
- c) System should have the capability to provide future implementation of access for mobile payment users to gated parking facilities via the methods outlined below if the need arises:
- QR Code, either via scanning within a mobile app or scanning at the gate.
 - Near Field Communication (NFC).
 - RFID or Proximity Cards.
 - License Plate Recognition (LPR).
- d) Event permit system, either via mobile payments for parking system (temporary event rate override of regular parking rates).
- e) Integrations with all major meter equipment, ticket software applications and sensor technology providers.

1. MOBILE TICKETING SOLUTION

The City desires to promote the integration of modes by facilitating access to transit for all users. At a minimum the desired system should:

- Provide multiple options to register or login;
- Provide server-based time settings; not locally set according to phone time;
- Operate in both Android and iOS platforms;
- Auto-recognize language of phone and default to that language;
- Be able to handle international users;
- Be ADA compliant;
- Provide a minimum of two (2) dynamic elements such as QR codes, countdown timers, timestamps, etc;
- Provide for electronic validations:
 - Validators must be able to read and authenticate tickets via NFC and QR codes;
 - System must be able to extract live data from the validators and create reports in the back-end system;
 - Validation of fares should be accomplished within 600ms or less regardless of the method used.
- Enable the purchase and management of multiple passes. The application must have a dynamic ticket manager to view purchased and stored tickets; and which should be able to activate one or many tickets at a given time;
- Provide multiple fare options; provide for agency-specific fare structures for specific groups (i.e., students; seniors; veterans; etc); provide for the implementation of a couponing system wherein an entity can issue digital codes to subsidize or discount transit fares through the application;
- Provide for a closed-loop stored value accounts where riders may load and deduct funds as rides are purchased; and the stored valued account system should allow the City the option to set minimum load requirements as well as automatic recharge thresholds.

PAYMENT PROCESSING, REPORTING, RECONCILIATION AND CASHIER SYSTEM (INOVAH) INTERFACE

1. CUSTOMER SUPPORT

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

The proposed solution must include a user-friendly, secure, online permit purchasing portal as well as a mobile app. These features should accept credit, debit, and more. Wait list capabilities must also be provided. Parker status should be controlled through the back office system, so that VIP, scofflaw, or parking privilege rules can be configured and automated within the system. The envisioned system must also allow administrators to set pre-qualification requirements for permit purchases, where parkers can upload requested documentation for specific parking privileges.

Support should be immediately available over the web or by telephone and should be guaranteed for the tenure of the contract. Support services included in the implementation part of the contract are to include, at a minimum, the following:

- Seamless portage of all existing data into the new system and satisfactory parallel testing
- Creation of import/export files to Florida DMV and multistate jurisdictions for vehicle ownership information and license plate tagging.
- Creation of export files to City's website for our online payment system and any modifications necessary to accept the currently structured import files. We use INovah cashiering system from Systems Innovators and we do not plan to change our cashiering arrangement. Data upload into INovah will be in the following format:

<u>Detail Record</u>	<u>Characters</u>
Citation Number	10
License State	2
License Number	10
Payment Date	8 yyyyymmdd
Actual Payment Date	8 yyyyymmdd
Payment Sign	1 + or -
Payment Amount	6 xxx.xx
Register Id	3
Receipt #	6
Method of Payment	1
Check #	6 xxxxxx

<u>Totals Record</u>	<u>Characters</u>
Record Type	10
Number of Tickets	5
Total Payments	9
Total Payment	9 xxxxxx.xx

2. SALES AND CASHIERING

All receipts should have the ability to be configured and printed or electronically sent to a customer. A web-based interface must allow for easy processing of many types of transactions. Customer payment options should include, but are not limited to, phone (interactive voice response [IVR]), mobile app, computer, kiosk for walk-in payments. Alternative payment method shall be included for non-technical customers.

A built-in cashier closeout system must be included and provide the following:

- Start of shift cash count
- End of shift cash count
- Automatic reconciliation between cashier transactions and recorded revenue
- Second level cash count recount and review
- Overall cashier revenue summary and review
- Bank deposit reconciliation
- Spot check audit support
- Support for coin collection from meters

The City will collect all mail and walk-in parking citation and permit payments directly, while the successful Vendor will be responsible for all website payments. All monies received by the Vendor will be transmitted and interfaced daily with the City's iNovah cashier system.

The Vendor will be responsible for mailing failure to pay follow-up collection notices, and be responsible for issuing DMV vehicle registration holds on unpaid parking tickets based on the City's established policies.

3. ONLINE SUBMISSIONS

The System shall have capability of allowing residents to request passes on-line and provide electronic copies of City approved verification documents for administrative approval.

4. QUERIES AND REPORTS

A robust Reporting Module must be included that provides user-friendly methods to retrieve, display, and utilize system data, including queries, reports, and dashboards. Authorized staff should have the ability to modify, edit, and create reports with any data stored within the system. Queries and reports should be able to be saved for the future and exported in any standard format. Training on the reporting features should be provided during implementation and on an as needed basis. Audit control of all permits types shall be performed from activations, deactivations, or suspensions.

In addition to the reporting needs outlined in previous sections, the preferred system will:

- Provide online report generation capability to create reports daily, monthly, quarterly, and annually as may be needed by management and/or auditors.
- Provide reports listing types of permits sold by type, amount, payment type, date, location, permit holder, and active status. Reports should cross reference multiple data sets.
- Provide reports in graphical display of report holders by type based on permit holder locations and permit reads in the field. Reporting should include mapping and geo-locations.
- All reports shall be converted or exported in CSV, Excel, or PDF formats.
- The system should have a number of built-in reports, to include the following:
 - Accounts receivable
 - Monthly transactional totals by location
 - Monthly transactional totals by issuer
 - Monthly transactional totals by date
 - Revenue reports – daily, weekly, monthly, quarterly
 - Late notices and dunning letters in 8 1/2 x 11 format

5. USER QUERY FUNCTIONS

The System shall provide search and inquiry capabilities that allow authorized users to retrieve parking permit data by entering the appropriate data into fields such as license plate or permit number, resident name or permit holder, address, telephone number, type of permit, street names, and address ranges that are eligible for permits.

- Keyword Search: Users should be able to make inquiries by street name and number, and the System should clearly indicate whether or not the address is included in a permit area and eligible for permits. The System should also be able to note any exceptions or restrictions to addresses included in the database and shall include the days of enforcement.
- Query Results: Cross-reference information should be displayed for the permit and permit holder, such as the license plate, name and address of the permit holder, the permit area, type of permit, fees paid for permits, telephone numbers, e-mail address, and other information determined by the City.
- Database/Validation: The System shall have the capability of storing addresses including street names and numbers by designated permit area for inquiry purposes to determine whether or not specific addresses are eligible for purchase of parking permits.
- Permit Restriction: The System should also have the capability to restrict the issuance of a permit should the number of permits for a particular location or area be exceeded. If the maximum number of permits has been exceeded for a particular area, the System must accommodate the need for a waiting list.

6. CITY QUERY FUNCTION

The City shall be able to access the System online in real-time mode and shall contain at a minimum, but not limited to the following:

(1) Parking Permit Records:

- (i) Account Number
- (ii) Owner Name

- (iii) Address
- (iv) Telephone number
- (v) Notes (a free form text field for capturing information about a violation, special exception, etc.)
- (vi) Transaction dates
- (vii) License plate number of vehicle being permitted
- (viii) Date permit issued
- (ix) Expiration date of permit, permit numbers
- (x) Permit status
- (xi) Permit type
- (xii) An indication if parking citations exist on the license plate
- (xiii) Fees paid by amount, source/method of payment, and payment processing date

System shall link permits to vehicles and addresses and permit owner. The scanning technology in the field shall identify and electronically read the permit and determine if outstanding tickets remain unpaid and any other parking permit related revenue balances are due to the City.

The System shall be capable of tracking current payments due and payments that are delinquent. The System shall provide real time confirmation to field devices on the status of passes that are active, deactivated, or delinquent for enforcement purposes.

The System shall be capable of producing an aging report on all permit billing activities.

7. AUTOMATED NOTIFICATIONS

An easy-to-use Communication Designer must be provided that generates email, letter, or text message notifications manually or automatically based on settings created by administrators. Triggers for automated communication should be able to be configured based on a variety of parameter combinations, including customer data and sales histories, and must be able to be scheduled to send immediately, in the future, or at regular intervals. All data stored in the system should be available for use in customer communication including citation images, GPS locations, and custom fields.

The envisioned system would provide a mass email function, where mass emails can be edited and sent through filtered sets of customer email addresses that are stored in the database. Editing should be able to be done on a group basis or by individual email/letter/text. The system must allow users to respond to and track individual question or complaint emails.

All customer communications must be automatically recorded and attached to customer accounts for future reference.

8. INTERFACING

The proposed solution should seamlessly integrate with other information and parking management systems, providing two-way batch and real time data transfer of customer, citation, housing, payroll, financial, in-state and out-of-state DMV, and other types of data. The system must have the ability to deliver interfaces with any system with which the parking operation chooses to share data, including but not limited to access control providers, multi space meter pay station companies, and mobile payment applications. The cost of these interfaces, including the real-time exchange of data, should be included in the subscription.

The City desires an integrated service solution to parking management and citation and payment processing. The preferred solution will include either hand-held devices, smart phone applications, tablet applications, mobile data terminals or a combination of all for parking management and ticket issuance. The preferred solution will also have data download capability. Real-time, online access by public safety officers, parking management office, and the City's Budget and Finance Department, to administer and coordinate a comprehensive on-street parking management program, in a user-friendly reporting structure, will also be required from the preferred solution. The City may use the System to provide enforcement functions at off-street locations based on various parking and usage rules to manage these facilities.

9. SYSTEM HOSTING AND SECURITY

The system should be fully hosted by the vendor on a secure hosting platform that provides features such as frequent backups, network isolation, physical security, and access monitoring and logging. Access controls should also be provided to protect data access by unauthorized users. Handhelds must utilize point-to-point encryption and all credit card transactions should be handled and processed directly by the chosen payment gateway. No credit card data should be stored or processed by any component of the system.

10. IMPLEMENTATION AND TRAINING

The proposed system must thoroughly cover all of the client's needs for implementation, including on-site and ongoing training, data conversion, and thorough client support.

A quality assurance (test) application must be available during implementation and continuing throughout the entire contract term. The vendor must also provide training for end users, including, but not limited to a frequently asked questions (FAQ) section and/or instructional videos on the vendor's website.

The vendor must provide examples of deployment plans with other clients that include the following:

- Development schedule.
- Testing schedule.
- Rollout schedule.
- Marketing schedule.
- Training schedule.

The vendor must provide a tentative deployment schedule for the City that includes all services.

ADDITIONAL REQUIREMENTS AND CONSIDERATIONS

In addition to the specifications listed in the previous sections, the vendor should address the following in their proposal:

1. SUPPORT

- What is your support model?
- How do you facilitate onboarding?
- Can you provide SLAs that guarantee a certain level of service?
- Is there a knowledge base available after GoLive?
- Are version upgrades, patches and security updates automatically handle by the vendor? If not, please describe.
- Would there be a testing environment available?

2. INFRASTRUCTURE AND BUSINESS CONTINUITY

- Who owns the infrastructure upon which your SaaS product is built?
- How do you test your disaster recovery process and procedures?
- How often do you test your recovery process and procedures?
- What is your recovery time objective (RTO)?
- Is your infrastructure dispersed; are your primary site and your disaster recovery site geographically separated?

3. COMPLIANCE AND SECURITY

- Is the vendor SAS 70, SSAE 16 & SOC 2 or SOC 3 compliant? Is there a SOC 3 report available for review/distribution?
- If the product is processing credit card information, is the product PCI compliant?
- What security guidelines and audits does the colocation or hosting provider follow?
- What security is in place at the colocation or hosting provider's facilities?
- Who manages network connectivity, firewalls, log file management, web application firewalls and access and identity management?
- Does the vendor have a protocol for handling emerging threats, zero day exploits and vulnerabilities and how does the vendor facilitate quick protection of the SaaS solution?
- Is the connection to the SaaS product secured? How?

4. DATA

- Is the data hosted within continental US?
- Please define your data ownership model as it relates to data generated/collected during the usage of the application.
- Please define your data sharing policy with third parties.

SECTION VII – PRICE PROPOSAL

Provide pricing for the following:

- (1) Provide itemized transaction fees to be charged to users for parking and transit applications;
- (2) Itemized parking permit fees charged to the City;
- (3) Itemized transit application fees charged to the City;
- (4) Cost of implementation of each application;
- (5) Cost of training for each application;
- (6) Annual cost of platform hosting;
- (7) Hardware and software costs;
- (8) Itemized recurring monthly and/or annual costs associated with the applications;
- (9) Any other costs.

Pricing shall be firm for the first three (3) years of the contract. Any user fee increases in subsequent contract extensions are subject to a percentage increase not to exceed 3% . The increase shall be in accordance with the U.S. Bureau of Labor Statistics National Consumer Price Index (CPI), “All Urban Consumers”, “U.S. All Items, 1982-84=100 – CUUR0000SA0”, “Not Seasonally Adjusted” as measured for the previous 12 month period ending in May of each year. Beginning with the first extension of the contract, the City will consult the aforesaid index for the month of May and send written notice of the percentage increase by August 15, unless the data is not yet available. Should the index indicate a percentage decrease the user fees will remain unchanged for that corresponding year of the contract.

Living Wage Impact Survey

The Gainesville City Commission has asked City staff to investigate the possibility of implementing a program that would ensure that all businesses providing services to the City are paying their employees who are working on City Projects a Living Wage*. While the City currently has a limited Living Wage program in place, the City Commission’s intention is to expand the program to cover all forms of services, regardless of the dollar amount involved.

Before an expanded Living Wage Program can be considered, the City needs to assess the financial impact that such an expansion would have to the City’s bottom line.

The following survey questions will help the City Commission understand the difference between what these services currently cost and what the cost of these services would be if the business the City is engaging paid each of their employees a Living Wage. We are seeking your help in gathering this information.

Please complete and submit the survey below with your quote or bid documents.

This is an information gathering exercise only, the information will be culled together to provide an overall picture of the impact to the city – no company will be singled out or identified in the data.

If you have any questions about this project, please contact: City of Gainesville Procurement Division, 352 334 5021

The answers to these questions will in no way impact your company’s ability to do business with the City of Gainesville.

1. What type of services does your company provide? _____

2. What is the total price of your current bid? \$ _____

3. What is the total price of your bid if your company paid its employees the Living Wage as defined above?
\$ _____

Check this box if there is no impact to your quote or bid as a result of this request.

* As of March 1, 2018: \$12.0673/hr. with Health Insurance Coverage provided; \$13.3173/hr. if Health Insurance is not provided

Thank you for your participation!

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for the drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

DEBARRED AND SUSPENDED BIDDERS:

Breach of Contract

1. **Scope.**
This policy prescribes policies and procedures relating to:
 - (a) the debarment of bidders for cause;
 - (b) the suspension of bidders for cause under prescribed conditions;
and,
 - (c) the rejection of bids, revocation of acceptance and termination of contracts for cause.
 It is directly applicable to the advertised and negotiated purchases and contracts, for equipment and services of the City.
2. **General.**
Debarment and suspension are measures which may be invoked by the City either to exclude or to disqualify bidders and contractors from participation in City contracting or subcontracting. These measures should be used for the purpose of protecting the interests of the City and not for punishment. To assure the City the benefits to be derived from the full and free competition of interested bidders, these measures should not be instituted for any time longer than deemed necessary to protect the interests of the City, and should preclude awards only for the probable duration of the period of non-responsibility.
- 2.1 **Definitions.**
 - (a) "Debarment" means, in general, an exclusion from City contracting and subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense, improper conduct or inadequate performance.
 - (b) "Suspension" means a disqualification from City contracting and subcontracting for a temporary period of time because a concern or individual is suspected upon adequate evidence (See Section 6) of engaging in criminal, fraudulent, improper conduct or inadequate performance.
 - (c) A "debarment list" or "debarred bidders list" means a list of names of concerns or individuals against whom any or all of the measures referred to in this policy have been invoked.
 - (d) "Bidders" means, wherever the term is used in this policy, an offerors bidding pursuant to an invitation for bids or a request for proposals.
 - (e) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.
 - (f) "Business operations" means commercial or industrial activity engaged in regularly and continuously over a period of time for the purpose of receiving pecuniary benefit or otherwise accomplishing an objective. "Business operations" constitute and are equivalent to "carrying on business", "engaged in business", "doing business".
3. **Establishment and Maintenance of a List of Concerns or Individuals Debarred or Suspended.**
 - (a) The Procurement Division shall establish and maintain on the basis contained in Sections 6 and 6.1, a consolidated list of concerns and individuals to whom contracts will not be awarded and from whom bids or proposals will not be solicited.
 - (b) The list shall show as a minimum the following information:
 - (1) the names of those concerns or individuals debarred or suspended (in alphabetical order) with appropriate cross-reference where more than one name is involved in a single action;
 - (2) the basis of authority for each action;
 - (3) the extent of restrictions imposed; and,
 - (4) the termination date for each debarred or suspended listing.
 - (c) The list shall be kept current by issuance of notices of additions and deletions.
4. **Treatment to be Accorded Firms or Individuals Debarred or Suspended**
Firms or individuals listed by the Procurement Division as debarred or suspended shall be treated as follows.
 - (a) **Total restrictions.** A contract shall not be awarded to a concern or individual that is listed on the basis of a Section 5(a)(1), (2) or (3) felony "conviction", or to any concern, corporation, partnership, or association in which the listed concern or individual has actual control or a material interest; nor shall bids or proposals be solicited therefrom. However, when it is determined essential in the public interest by the City Commission, an exception may be made with respect to a particular procurement action where the individual or concern is effectively the sole source of supply or it is an emergency purchase.
 - (b) **Restrictions on subcontracting.** If a concern or individual listed on the debarred and suspended bidders list is proposed as a subcontractor, the Procurement Division shall decline to approve subcontracting with that firm or individual in any instance in which consent is required of the City before the subcontract is made, unless it is determined by the City to grant approval City Commission essential to public interest and the individual or concern is effectively the sole source of supply or it is an emergency purchase.
5. **Causes and Conditions Applicable to Determination of Debarment.**
Subject to the following conditions, the Procurement Division is authorized to debar a firm or individual in the public interest for any of the following causes occurring within ten (10) years of debarment.
 - (a) **Causes**

- (1) "Conviction" for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract.
- (2) "Convictions" of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification or destruction of records, perjury, or receiving stolen property where the conviction is based upon conduct which arose out of, or was related to, business operations of the bidder.
- (3) "Conviction" for bid-rigging activities arising out of the submission of bids or proposals.
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the City to be so serious as to justify debarment action:
 - (i) willful failure to perform in accordance with the specifications or within the time limit provided in the contract;
 - (ii) a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts. Failure to perform or unsatisfactory performance caused by acts beyond the control of the firm or individual as a contractor shall not be considered to be a basis for debarment.
- (5) Debarment by any other governmental agency.

(b) Conditions.

- (1) Debarment for any of the causes set forth in this section shall be made only upon approval of the Procurement Division.
- (2) The existence of any of the causes set forth in (a) of this section does not necessarily require that a firm or individual be debarred except as provided in 4(a). In each instance, whether the offense or failure, or inadequacy of performance, be of criminal, fraudulent, or serious nature, the decision to debar shall only be made if supported by a preponderance of the credible evidence available. Likewise, all mitigating factors may be considered in determining the seriousness of the offense, failure, or inadequacy of performance, in deciding whether debarment is warranted. The actual or apparent authority of an involved individual, the present relationship of involved individuals with the bidder, the past performance of the individual or concern, and the relationship of the violation to the services or materials involved shall be considered.
- (3) The existence of a cause set forth in (a)(1), (2), and (3) of this section shall be established by criminal "conviction" by a court of competent jurisdiction. In the event that an appeal taken from such conviction results in reversal of the "conviction", the debarment shall be removed upon the request of the bidder (unless other causes for debarment exists). For the purposes of this policy, the following shall have the same effect as a "conviction": pleading guilty or nolo contendere, or being found guilty by a jury or court of, the offense in question, regardless of whether probation is imposed and adjudication withheld.
- (4) The existence of a cause set forth in (a)(4) and (5) of this section shall be established by a preponderance of credible evidence by the Procurement Division.
- (5) Debarment for the cause set forth in (a)(5) of this section (debarment by another agency) shall be proper if one of the causes for debarment set forth in (a)(1) through (4) of this section was the basis for debarment by the original debarring agency. Such debarment may be based entirely on the record of facts obtained by the original debarring agency, or upon a combination of such facts and additional facts.

5.1 Period of Debarment.

- (a) Debarment of a firm or individual shall be for a reasonable, definitely stated period of time commensurate with the seriousness of the offense or the failure or inadequacy of performance. As a general rule, a period of debarment shall not exceed five (5) years. However, when partial or total debarment for an additional period is deemed necessary, notice of the proposed additional debarment shall be furnished to that concern or individual in accordance with Section 8.
- (b) A debarment may be removed or the period thereof may be reduced by the City Manager upon the submission of an application supported by documentary evidence, setting forth appropriate grounds for the granting of relief; such as newly discovered material evidence, reversal of a conviction, bona fide change of ownership or management, or the elimination of the causes for which the debarment was imposed. The City Manager may request additional information, shall consider all relevant facts, and shall render a decision within twenty (20) days of receipt of the application unless a longer period is warranted under the circumstances.

6. Suspension of Bidders.

- (a) Suspension is a drastic action and, as such, shall not be based upon an unsupported accusation. In assessing whether evidence exists for invoking a suspension, consideration should be given to the amount of credible evidence which is available, to the existence or absence of corroboration as to important allegations, as well as to the inferences which may properly be drawn from the existence or absence of affirmative facts. This assessment should include an examination of basic documents, such as contracts, inspection reports, and correspondence. In making a determination to suspend, the Procurement Division shall consider the factors set forth in Section 5(b)(2). A suspension may be modified by the City Manager as described in Section 5.1(b).

6.1 Causes and Conditions Under Which the City May Suspend Contractors

- (a) The Procurement Division may, in the interest of the City, suspend a firm or individual when the firm or individual is suspected, upon credible evidence, of having committed one or more the following act(s) within three (3) years of the date of suspension:

- (1) Commission of fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a public contract;
- (2) Violation of statutes concerning bid-rigging activities out of the submission of bids and proposals; and,
- (3) Commission of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification, or destruction of records, perjury, receiving stolen property. Commission of any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a City contractor.

6.2 Period of Suspension.

- (a) All suspension shall be for temporary period pending the completion of an investigation and such legal proceedings as may ensue. In the event that prosecution has not been initiated within twelve (12) months from the date of the suspension, the suspension shall be terminated. Upon removal of suspension, consideration may be given to debarment in accordance with Section 5 of this policy.

7. Scope of Debarment or Suspension.

- (a) A debarment or suspension may include all known affiliates of a concern or individual.
- (b) Each decision to include a known affiliate within the scope of a proposed debarment or suspension is to be made on a case-by-case basis, after giving due regard to actual or apparent authority of the controlling concern or individual and similarity of the services provided by the affiliate to those provided by the debarred individual or concern.
- (c) The criminal, fraudulent, or seriously improper conduct of an individual may be imputed to the business concern with which he is connected, where such impropriety was accomplished within the course of his official duty or apparent authority, or was effected by him with the knowledge and approval of that concern. When the individual was an officer of the concern, knowledge and approval may be presumed. Likewise, where a concern is involved in criminal, fraudulent, or seriously improper conduct, any individual who was involved in the commission of the impropriety may be debarred or suspended.

8. Notice of Debarment or Suspension.

When the Procurement Division seeks to debar or suspend a concern or individual (or any affiliate thereof) for cause, it shall furnish that party with a written notice:

- (1) stating that debarment or suspension is being considered;
- (2) setting forth the reasons for the proposed action;
- (3) indicating that such party will be afforded an opportunity for a hearing if requested within ten (10) days; and,
- (4) indicating that such party may make a written response in accordance with Section 9(a).

9. Response to Notice of Debarment or Suspension.

- (a) In lieu of requesting a hearing within the prescribed ten (10) day period, the party may, within said ten (10) day period, notify the City of its intent to provide a written reply and submit written evidence to contest the debarment or suspension. Such written evidence must be submitted within twenty (20) days after receipt of the notice of proposed debarment or suspension in order for it to be considered.
- (b) Whatever response is received to the notice of intent to debar or suspend, such will be considered in determining whether debarment or suspension action will be made. Where a reply is received to the notice of intent to debar or to suspend, and evidence to refute such action is furnished but no hearing is requested, the information furnished will be considered in determining the action to be taken.
- (c) If a hearing is requested, it shall be conducted by the City Manager. The hearing will be held at a location convenient to the City as determined by the City Manager and on a date and at a time stated. An opportunity shall be afforded to the firm or individual to appear with witnesses and counsel, to present facts or circumstances showing cause why such firm or individual should not be debarred or suspended. The proceeding shall be of an informal nature as determined by the City Manager. After consideration of the facts, the City Manager shall notify the firm or individual of the final decision.
- (d) If no response is made to the notice of debarment or suspension within the first ten (10) day period, the decision of the Procurement Division shall be deemed final and the party so notified.

10. Rejection of Bids, Breach of Contract.

- (a) Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by the City that the bidder or its affiliates have committed any act which would have been cause for debarment.
- (b) If after a contract is awarded and performance has been begun the City discovers that the bidder or its affiliates have committed any act prior to award or acceptance which would have been cause for debarment had it been discovered prior to solicitation or acceptance, the City may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.
- (c) If after bids have been solicited and/or accepted or after a contract is awarded and performance begun, the City discovers that the bidder or its affiliates committed any act prior to award or acceptance which would have been cause for debarment or suspension had it been discovered prior to solicitation or acceptance, the City may require additional satisfactory assurances that such act(s) have not occurred and that the contract can and will be faithfully performed. If additional assurances are requested and are not satisfactory or if the bidder or its affiliates fail to immediately cooperate with all reasonable requests, including requests for information reasonably calculated to lead to the discovery of relevant

evidence, then such may be considered a material breach of the contract and such shall constitute cause for termination of the contract.

ARTICLE X. LOCAL PREFERENCE POLICY*

***Editor's note:** Section 9 of Ord. No. 001261 states: "This ordinance shall become effective October 1, 2004, and shall be reviewed by the City Commission October 1, 2005, and unless extended by action of the City Commission, shall be deemed repealed effective March 31, 2006, provided that it shall remain applicable to new contracts solicited prior to repeal."

Sec. 2-620. Findings of fact.

The city annually spends significant amounts on purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues derived from local businesses in the corporate city limits of Gainesville, and the city commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the city commission has determined that it is in the best interest of the city to give a preference to local businesses in the corporate city limits of Gainesville in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

(Ord. No. 001261, § 1, 3-29-04)

Sec. 2-621. Definition.

"Local business" means the vendor has a valid occupational license, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide a copy of the occupational license.

(Ord. No. 001261, § 2, 3-29-04)

Sec. 2-622. Local preference in purchasing and contracting.

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, as described below, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the city commission or other authority. In the case of requests for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, local businesses are assigned five percent of the total points of the total evaluation points.

(Ord. No. 001261, § 3, 3-29-04)

Sec. 2-623. Exceptions to local preference policy.

The preference set forth in this Article X shall not apply to any of the following purchases or contracts:

- (1) Good or services provided under a cooperative purchasing agreement;
- (2) Contracts for professional services procurement of which is subject to the Consultants' Competitive Negotiation Act (F.S. § 287.055) or subject to any competitive consultant selection policy or procedure adopted or utilized by the city commission or charter officer;
- (3) Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference; or
- (4) Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, etc., as such are described in the city's purchasing policies;
- (5) Purchases with an estimated cost of \$50,000.00 or less;
- (6) Application of local preference to a particular purchase, contract, or category of contracts for which the city commission is the awarding authority may be waived upon written justification and recommendation of the charter

officer and approval of the city commission. The preferences established herein in no way prohibit the right of the city commission or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the right of the city commission or other purchasing authority from giving any other preference permitted by law in addition to the preference authorized herein.

(Ord. No. 001261, § 4, 3-29-04)

Sec. 2-624. Application, enforcement.

The local preference shall apply to new contracts for supplies, materials, equipment and services first solicited after October 1, 2004. This article shall be implemented in a fashion consistent with otherwise applicable city purchasing policies and procedures.

(Ord. No. 001261, § 5, 3-29-04)

CITY OF GAINESVILLE

CERTIFICATION OF COMPLIANCE WITH LIVING WAGE

The undersigned hereby agrees to comply with the terms of the Living Wage Ordinance and to pay all covered employees, as defined by City of Gainesville Ordinance 020663 as amended at 030168 (Living Wage Ordinance), during the time they are directly involved in providing covered services under the contract with the City of Gainesville for _____ a living wage of \$_____ per hour to covered employees who receive Health Benefits from the undersigned employer and \$_____ per hour to covered employees not offered health care benefits by the undersigned employer.

Name of Service Contractor/Subcontractor: _____

Address: _____

Phone Number: _____

Name of Local Contact Person _____

Address: _____

Phone Number: _____

\$ _____
(Amount of Contract)

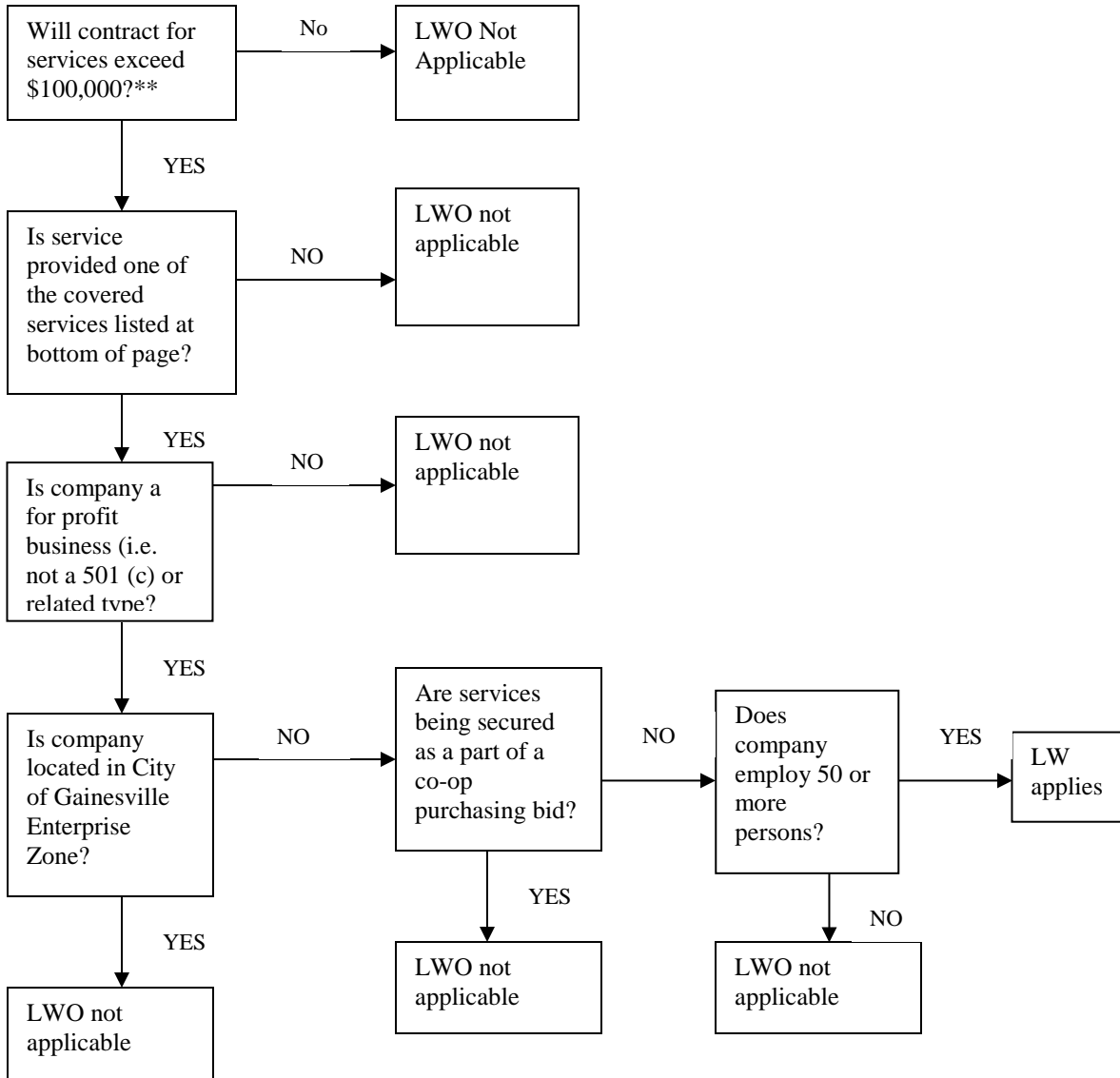
Signature: _____ Date: _____

Printed Name: _____

Title: _____

LIVING WAGE DECISION TREE

While not all encompassing, the following is provided as a guideline for contractors in determining whether the City of Gainesville Living Wage Ordinance applies to their firm in the performance of specified service contracts for covered services* with the City. Contractors are advised to review the entire text of the Living Wage Ordinance in conjunction with this guideline.



***Covered Services:** food preparation and/or distribution; custodial/cleaning; refuse removal; maintenance and repair; recycling; parking services; painting/refinishing; printing and reproduction services; landscaping/grounds maintenance; agricultural/forestry services; and construction services
 **Total value of contract.

PROPOSAL RESPONSE FORM – SIGNATURE PAGE

(submit this form with your proposal)

TO: City of Gainesville, Florida
200 East University Avenue
Gainesville, Florida 32601

PROJECT: **Integrated Parking Management & Mobile Ticketing Solution**

RFP#: **DOMX-190023-DS**

RFP DUE DATE: **January 30, 2019 @ 3:00 p.m. (local time)**

Proposer’s Legal Name: _____

Proposer’s Alias/DBA: _____

Proposer’s Address: _____

PROPOSER’S REPRESENTATIVE (to be contacted for additional information on this proposal):

Name: _____ Telephone Number: _____

Date: _____ Fax Number: _____

Email Address: _____

ADDENDA

The Proposer hereby acknowledges receipt of Addenda No.’s _____, _____, _____, to these Specifications.

TAXES

The Proposer agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since often the City of Gainesville is exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

LOCAL PREFERENCE (check one)

Local Preference requested: YES NO

A copy of your Business tax receipt and Zoning Compliance Permit should be submitted with your bid if a local preference is requested.

QUALIFIED LOCAL SMALL AND/OR DISABLED VETERAN BUSINESS STATUS (check one)

Is your business qualified as a Local Small Business in accordance with the City of Gainesville Small Business Procurement Program? (Refer to Definitions) YES NO

Is your business qualified as a Local Service-Disabled Veteran Business in accordance with the City of Gainesville Small and Service-Disabled Veteran Business Procurement Program? (Refer to Definitions) YES No

SERVICE-DISABLED VETERANS’ BUSINESS (check one)

Is your business certified as a service-disabled veterans’ business? YES NO

LIVING WAGE COMPLIANCE

See Living Wage Decision Tree (Exhibit C hereto)

Check One:

- Living Wage Ordinance does not apply
(check all that apply)
 - Not a covered service
 - Contract does not exceed \$100,000
 - Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
 - Located within the City of Gainesville enterprise zone.

- Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville’s living wage requirements, as applicable, without any adjustment to the bid price.

SIGNATURE ACKNOWLEDGES THAT: (check one)

- Proposal is in full compliance with the Specifications.
- Proposal is in full compliance with specifications except as specifically stated and attached hereto.

Signature also acknowledges that Proposer has read the current City of Gainesville Debarment/Suspension/Termination Procedures and agrees that the provisions thereof shall apply to this RFP.

(CORPORATE SEAL)

ATTEST:

PROPOSER:

Signature

Signature

By: _____

By: _____

Title: _____

Title: _____

**CITY OF GAINESVILLE
GENERAL GOVERNMENT
PROCUREMENT DIVISION SURVEY
BID INFORMATION**

RFP #: **DOMX-190023-DS**

DUE DATE: **January 30, 2019 @ 3:00 pm**

SEALED PROPOSAL ON: **Integrated Parking Management & Mobile Ticketing Solution**

IF YOU DO NOT BID

Please check the appropriate or explain:

- _____ 1. Not enough bid response time.
- _____ 2. Specifications not clear.
- _____ 3. Do not submit bids to Municipalities.
- _____ 4. Current work load does not permit time to bid.
- _____ 5. Delay in payment from Governmental agencies.
- _____ 6. Do not handle this item.
- _____ 7. Other: _____

Company: _____

Address: _____

Are you a minority business? yes _____ no _____

RFP (09/22/03)
Rev. local pref. 10/1/04;7/25/05;10/05;4/06;10/06;3/07;10/11;05/12;03/16;7/19/17

This form Document No. P04-213 is a legal instrument approved by the City Attorney. Any deviations from its intended use should be authorized by the City Attorney

ADDENDUM NO. 1

Date: January 11, 2019 Bid Due Date: January 30, 2019
at 3:00 P.M. (Local Time)

Bid Name: Integrated Parking Management & Bid No.: DOMX-190023-DS
Mobile Ticketing Solution

NOTE: This Addendum has been issued only to the holders of record of the specifications and attendees of the non-mandatory pre-proposal meeting held on January 10, 2019.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Final questions shall be submitted in writing to the City of Gainesville Procurement Division by January 17, 2019. Questions may be submitted as follows:

Email: sescoda@cityofgainesville.org or Faxed (352) 334-3163, Attention: Daphne Sesco

2. Please find attached:
 - a) Copy of the blackout period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters)) distributed during non-mandatory pre-proposal meeting.
 - b) Copy of the non-mandatory pre-proposal sign-in sheet for your information.
 - c) Sample of City's Contract
3. Daphne Sesco, Purchasing Division, discussed bid requirements.
 - Sign-in Sheet is circulating; this is not a mandatory meeting.
 - The Blackout period began once the bid was released and continues until contract award by the City Commission. No lobbying or discussions can occur between bidder and any representative of the City, except the designated purchasing staff contact; otherwise your bid will be disqualified.
 - Verbal instruction does not change the terms of the solicitation – changes can only be made via a written addenda. Questions/Answers and topics of discussion addressed at this pre-proposal meeting will be available in an addendum for download through Onvia DemandStar (www.demandstar.com).
 - Send final questions in writing to Daphne Sesco by no later than January 17, 2019.
 - Return one original and *four copies* (total of five) and a CD or flash drive with a pdf of your response.
 - o Sign, date and return all Addenda.
 - Responses are to be received by the Purchasing office no later than 3:00 p.m. (local time) on January 30, 2019. Any bids received after 3:00 p.m. on that date will not be accepted. Bids must be physically received in the City's Purchasing Department. Only hand-delivered responses are acceptable (i.e., in person or through a delivery service such as FedEx, UPS).

- If claiming Local Preference, then mark the box on page 34 and submit a copy of Business tax receipt and Zoning Compliance Permit
- If you choose to not bid, then please complete the form at the end of RFP document to let us know why you are not bidding.

4. Debbie Leistner, Planning Manager for Department of Mobility, gave a brief overview of the project.

5. The following additional questions are required to be answered in your proposal:

- a) What is the vendor support (or integration) with roving LIDAR systems such as Vigilant Solutions?
- b) Data questions
 - Import—Can new system import historical data, customer information, payment and transactions?
 - Export—Can historical data be exported. If yes, what are the supported export formats?
 - Maintenance—What integrations are available to keep the system updated with ongoing changes such as parcels and city zoning?
 - Costs—Are any fees associated with these data import and export processes? What thresholds in size and cost exist for data storage?
 - DMV connection/integration for parking citations?
- c) Access/Support:
 - Does system support single sign-on (SSO) with our existing AD system?
- d) Reports
 - Can current T2 reports be converted to work with the new system or will they need to be rebuilt?
 - What is the support level/process/cost for the creation of new reports?
- e) Payments
 - How will the system align with current City payment processors?
 - Is it compatible with iNovah cashiering system?

6. Questions received to date:

Question1: May I ask if the City is open to multiple vendors, since you are looking for parking and transit system payment options?

Answer1: Yes, multiple vendors would be considered, however it would be expected that the systems would offer an open platform that could be integrated for efficiency and ease of use by potential customers, as well as provide one data set for the City to access for analysis and reporting.

Question2: Is the RFP requiring pay stations? If not, does the City already have some installed and if so, what manufacturer are they?

Answer2: No; the City recently acquired one pay station for the parking garage - Luke/T2 Systems.

Question3: Does the City already have an LPR System in place (Genetec reference)?

Answer3: Yes, Genetec.

Question4: Who is your current Parking Management & Mobile Ticketing Vendor?

Answer4: T2 Systems.

Question5: Who is your current Parking Enforcement vendor?

Answer5: T2 Systems.

Reference page 16, item #2 – Parking Enforcement for the following nine (9) questions:

Question6: What is your current annual parking citation ticket volume?

Answer6: **FY18 (10/1/2017 – 9/30/18) was 10,189; FY19 to (10/1/2018 to 1/2/2019) was 2,977.**

Question7: What is your current annual parking citation revenue?

Answer7: **The FY18 actual was \$281,475.90.**

Question8: What is your approximate parking citation collection rate?

Answer8: **86% of citations issued in FY18 were paid. The most common citation is at a rate of \$33.75.**

Question9: What is the estimated unpaid citation revenue?

Answer9: **In FY18 10,197 citations were issued; approximately 14% unpaid with a balance of approximately \$50,000.**

Question10: Will the new vendor be required to attempt to collect these unpaid citations?

Answer10: **Currently the City does not have a process for collection of outstanding parking fines; this may be an option to be considered in the future.**

Question11: How many full time Parking Enforcement Officers?

Answer11: **Three enforcement officers. This excludes police officers and police service technicians who can also issue citations.**

Question12: How many hand held ticket writers are required?

Answer12: **None; City would like to continue to use the existing system based on mobile application for Android smartphones with Apex3 printers.**

Question13: Do you issue hand written parking citations? If so, how many a month will require data entry?

Answer13: **Enforcement officers do not issue hand written citations (police officers do and the police department manually enters them into the system).**

Question14: Do you have pay by plate smart meters installed? If so, who is the vendor and what is meter model type?

Answer14: **No. Current pay by plate system is virtual.**

Reference page 17, Item 17: Additional Integrated Services for the following question:

Question15: How many annual parking permits are issued for residential, visitor, commercial, event, and visitors?

Answer15: **In FY18 the City issued 1,931 residential permits; 408 visitor permits; 22 service permits; and 454 commercial permits.**

Question16: Which individuals/departments will be involved in the evaluation process?

Answer16: **The departments involved in the evaluation process are Mobility, Technology, and Billing & Collections. Be aware that the City has a prohibition of lobbying policy, which means that you will be disqualified if you contact these, or any other, department regarding this RFP.**

Question17: If the vendor does not include contract exceptions with its proposal, will that vendor still have the opportunity to negotiate terms later in the process?

Answer17: **In accordance with Paragraph K under Section I, if the Vendor does not provide exceptions to the contract language, and the Vendor is selected, then the City may require the Vendor to execute the contract without negotiations. Thus, the Vendor is advised to include any exceptions with the submitted proposal.**

- Question18: Does the City intend on absorbing the convenience fee of the mobile application to create more parity between meters and the mobile application or will the City be passing the cost on to the parkers?
Answer18: The cost of convenience fees will be passed on to users of the system.
- Question19: Who is the City's current enforcement provider?
Answer19: T2 Systems.
- Question20: How many citations does the City issue each year?
Answer20: In FY18 the City issued 10,197 citations.
- Question21: What percentage of citations go uncollected each year?
Answer21: In FY18 approximately 14% citations were uncollected.
- Question22: What is the escalation schedule for citations?
Answer22: \$16.00 after 30 days.
- Question23: What is the average fine for each citation and the penalty fine for each escalation period?
Answer23: Most fines at \$33.75 with a \$16.00 escalation after 30 days.
- Question24: Does the current provider charge a convenience fee for online payments?
Answer24: Yes; for mobile pay there is a convenience fee of \$0.35 per transaction (City retains \$0.10); the fee does not apply to time extensions. There is a convenience fee of \$1.00 for parking permits.
- Question25: What type of handheld units is the City currently using?
Answer25: Android smartphones with Apex3 printers.
- Question26: Does the City have a preference of a single unit issuance device to smart phone and Bluetooth printer combination?
Answer26: City would like to continue to use the existing system as mentioned in Answer 25.
- Question27: When does the City intend on launching the system?
Answer27: Implementation can be phased. The parking portion must be in place by June. The timeline for the implementation of the mobile ticketing solution for transit can be the last phase as it is not time sensitive.
- Question28: What is the Agency's annual fixed fare revenue?
Answer28: FY18 Fare and Passes revenue = \$772,201 (\$465,131 cash, \$307,070 passes). Other fare revenue is pre-paid \$13.9 million (UF/SF IDs).
- Question29: What is the annual ridership of the system?
Answer29: FY18 ridership = 9,350,030.
- Question30: Is it required that pricing is sent in a separate sealed envelope? Or can it be a part of the technical bid.
Answer30: No, there is no requirement to separate the pricing out from the rest of your proposal package.

- Question31: How many electronic validators are desired by the Agency?
Answer31: **It is unclear how validators would be used in a virtual system. Additional information is needed to evaluate this option and to provide a definite response. Please be prepared to include this in your response to the RFP as applicable.**
- Question32: Does the Agency intend for the Vendor to include merchant processing costs in their proposal?
Answer32: **This would be considered. Please provide information regarding available options.**
- Question33: Does the City have a scoring rubric? If so, are we able to obtain a copy? We are interested in how much is put into each of the Evaluation Criteria.
Answer33: **The City's *Professional & Other Services Evaluation Handbook* is available on our website at: <http://www.cityofgainesville.org/Portals/0/bf/PROFESSIONAL%20SERVICES%20EVALUATION%20HANDBOOK-2016-01-21.pdf>. Evaluation points are stated therein. Price will be 25% of the total of Technical and Written portions.**

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: _____

BY: _____

DATE: _____

CITY OF _____
GAINESVILLE

FINANCIAL SERVICES
PROCEDURES MANUAL

41-423 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 060732, Section 10, during the blackout period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.

CITY OF GAINESVILLE
GENERAL GOVERNMENT PURCHASING DIVISION
NON-MANDATORY PRE-PROPOSAL MEETING
Integrated Parking Management & Mobile Ticketing Solution

DATE: January 10, 2019 at 11:00 am Local Time

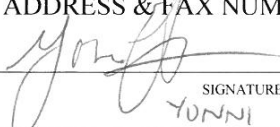
RFP #DOMX-190023-DS

DUE DATE: January 30, 2019 at 3:00PM

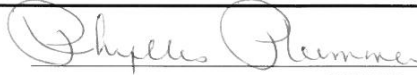
YOUR COMPANY'S NAME, ADDRESS &
PHONE NUMBER

1) YONNI LOPEZ T2 SYSTEMS INC.
8900 KEYSTONE CROSSING, SUITE 700
INDIANAPOLIS, IN 45240
PHONE # (317) 524-7441

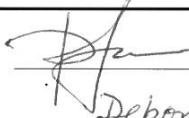
YOUR SIGNATURE, PRINTED NAME,
EMAIL ADDRESS & FAX NUMBER


SIGNATURE
YONNI LOPEZ
PRINTED NAME
E-MAIL: YONNI.LOPEZ@T2SYSTEMS.COM
FAX # (317) 524-5501

2) Phyllis Plummer
Billing & Collection
PHONE # ()


SIGNATURE
PRINTED NAME
E-MAIL: _____
FAX # ()

3) MOBILITY DEPARTMENT
PHONE # ()


SIGNATURE
Deborah Leistner
PRINTED NAME
E-MAIL: _____
FAX # ()

4) _____
PHONE # ()

SIGNATURE

PRINTED NAME
E-MAIL: _____
FAX # ()

5) _____
PHONE # ()

SIGNATURE

PRINTED NAME
E-MAIL: _____
FAX # ()

CONTRACT FOR INTEGRATED PARKING MANAGEMENT
AND MOBILE TICKETING SOLUTION

THIS CONTRACT is entered into this ____ day of _____, 2019, by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation (“CITY”), and [Name of company], a [state] corporation (“CONTRACTOR”).

The parties in consideration of the mutual covenants recited below agree as follows:

1. The CONTRACTOR shall furnish the labor, materials, and equipment to perform the contract, the scope of which is for a pay by phone parking system for City metered parking, as provided by the following enumerated Specifications and Documents (“Contract Documents”), attached hereto and made a part of this contract:

- a. This Contract
- b. [Addendum #__ dated _____]
- c. City of Gainesville Request for Proposal dated December 21, 2019 Bid # DOMX-190023-DS
- d. Proposal of [Company] dated _____

The Contract Documents constitute the entire agreement between the CITY and CONTRACTOR. In the event of conflict or inconsistency between in the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

2. The CITY shall pay to the CONTRACTOR for the faithful performance of user fees (credit card holders) in this Contract and the sums due upon verified invoice within 30 days of receipt. Parking meter revenue shall be collected 100% by the CITY. If fees are not subtracted by the gateway, then CITY is required to pay CONTRACTOR for the actual user fees they incur by the gateway. The per transaction convenience fee that the CITY will remit to the CONTRACTOR each month is \$____ per transaction.

3. The term of the Contract shall commence upon execution by the parties and continue for three (3) years. However, upon satisfactory and faithful performance of this Contract by the CONTRACTOR, the parties may extend the term of this Contract for a 12-month period with a maximum of two (2) such extensions.

4. Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the CITY, CONTRACTOR must:

- a. Keep and maintain public records required by the CITY to perform the service.
- b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
- d. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 393-8412, LEISTNERDL@CITYOFGAINESVILLE.ORG, DEBORAH LEISTNER, PO BOX 490, STATION __, GAINESVILLE, FL, 32627.

6. This Contract shall be governed by and construed in accordance with the laws of the State of Florida, except for its conflict of laws provisions.

7. CONTRACTOR shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents,

CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of the Contract Documents.

8. The obligations of the CITY as to any funding required pursuant to this Contract shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential CITY services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the CITY shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the CITY pursuant to this Contract.

9. Nothing in this Contract shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.

10. The parties hereto designated the following persons to be contacted regarding the performance of this Contract and to receive all notices:

CONTRACTOR: [Name, address, phone]

CITY: Parking Operations Supervisor
 SW Downtown Parking Garage
 105 SW 3rd ST
 Gainesville, FL 32601
 352-334-2569

11. City shall have the right to terminate this Contract, in whole or in part, without cause, upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against City shall be limited to that portion of the contract price earned through the date of termination.

IN WITNESS WHEREOF the parties have executed this Contract on the day first above written in two counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

WITNESS:	(Seal If Corporation) [Company Name]
_____	_____
Print Name: _____	Print Name _____
Title _____	Title _____

WITNESS:	CITY OF GAINESVILLE
_____	_____
Print Name: _____	[Name, Title]

APPROVED AS TO FORM AND LEGALITY

City Attorney



ADDENDUM NO. 2

Date: January 18, 2019 **Bid Due Date:** January 30, 2019
at 3:00 P.M. (Local Time)

Bid Name: Integrated Parking Management &
Mobile Ticketing Solution **Bid No.:** DOMX-190023-DS

NOTE: This Addendum has been issued only to the holders of record of the specifications and attendees of the non-mandatory pre-proposal meeting held on January 10, 2019.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. **The following additional requirements have been added and are to be answered in your proposal:**
 - Provide a listing of all reports available in your system and samples of the reports associated with deposits and invoicing for reconciliation purposes.
 - Provide information about the typical turn around and costs associated with the production on new reports.
2. **The question submittal deadline has passed. No additional questions will be answered.**
3. Final questions received and the City's response follow below:

Question1: Does the current citation vendor pass a convenience fee along to violators? If so, what is that fee?
Answer1: **The current online payment vendor does not pass the convenience/transaction fee to the customer. The citation vendor currently doesn't accept payment within its current configuration. This could be an option for the new system under this RFP.**

Question2: The website states there is a fee if a citation is not paid after 7 days, what is that fee?
Answer2: **There was an ordinance change. The former penalties were assessed on day 8 and day 15 after a citation was issued. The current penalty is \$16.00 and it is assessed on day 31 after the citation was issued.**

Question3: We would like to request an extension to this RFP due on January 30, 2019.
Answer3: **The City is not able to offer an extension due to the pressing needs and tight timelines associated with this project.**

Question4: Question #31 within Addendum 1 states the Agency is interested in more information around validators in order to properly ask the question. Referring to Section I: Mobile Ticketing Solution (bullet 8) within the RFP, the Agency requests that the vendor provide electronic validators for the purposes of validating the electronic mobile ticketing fare. What quantity of validators is being requested by the Agency?

Answer4: **The intent is for the use of a mobile application that does not require additional equipment/hardware to be installed on buses. The intent is for the implementation of a ‘flash pass’ / ‘visual verification’ ticketing solution.**

Question5: Page 18 of the RFP details a mobile ticketing solution. Can the City provide ridership details on your transit system?

Answer5: **The Regional Transit System (RTS) ridership for FY18 (October 1, 2017 -September 30, 2018) was 9,350,030. Revenue associated with daily fare and passes was \$772,201 for the same period. RTS offers daily, monthly and semester passes as follows: (1) daily passes at \$3.00/pass; approximately 15 daily passes sold per month; (2) monthly passes at \$35.00/pass; approximately 15 passes sold per month; (3) monthly passes at \$17.50 for disabled/veterans/student passes; approximately 300 passes sold per month; and (4) semester passes at \$60.00/pass; approximately 1 sold per month.**

Fees for users associated with UF, Santa Fe and other major employers would not be handled through the mobile application.

Question6: What quantity of electronic validators do you require to support the mobile ticketing solution?

Answer6: **The intent is for the use of a mobile application that does not require additional equipment/hardware to be installed on buses. The intent is for the implementation of a ‘flash pass’ / ‘visual verification’ ticketing solution. Therefore City envisions that no validators would be required.**

Question7: How many concurrent, back end users would the City expect to be logged in at one time? (How many Parking Services employees would be logged in at the same time?)

Answer7: **Approximately 12 users.**

Question8: How many enforcement devices are used at one time?

Answer8: **There may be a minimum of 10 at one time when considering use by staff in the Mobility Department and the Police Department.**

Question9: Page 14, iii Pay by phone (IVR); Does the City currently use an IVR system that can be integrated with for this project? Is IVR an absolute requirement?

Answer9: **Yes, IVR is a requirement associated with equitable use of the system. If there is an alternative that would reach the same objectives and/or provide similar access for those that do not have or prefer not to use a smartphone due to lack of familiarity with the devices, the City would be willing to consider it. The City does not have an IVR.**

Question10: Page 15, b) Account Management; Is IVR required or preferred for purposes of this project?

Answer10: **IVR is a requirement associated with equitable use of the system. If there is an alternative that would reach the same objectives and/or provide similar access for those that do not have or prefer not to use a smartphone due to lack of familiarity with the devices, the City would be willing to consider it.**

Question11: Page 17, b) System availability; is IVR required? Will the City provide front line customer service representatives to handle calls/complaints with their citizens/customers?

Answer11: **Yes, IVR is a requirement associated with equitable use of the system. If there is a similar alternative that would reach the same objectives/provide same access for those that do not have or prefer not to**

use a smartphone due to lack of familiarity with the devices, the City would be willing to consider it. The City has front line customer service representatives to handle calls and complaints.

Question12: Page 17, 5 Customer Service; Will the City provide front line customer service representatives to handle calls/complaints with their citizens/customers?

Answer12: **Yes, the City has front line customer service representatives to handle calls and complaints.**

Question13: Please explain the details of the pilot program that is referenced in the RFP.

Answer13: **The City implemented a pilot program for virtual/mobile pay for parking; our current contract for services is with Passport Parking and it includes short-term and long-term parking options, covering on-street and off-street parking lots. The contract for parking services expires on August 3, 2019.**

Question14: Please explain “second level cash count and recount review” in Sales and Cashiering requirements on pg. 19.

Answer14: **The payment/cashiering system should provide check and balances or separation of duty capabilities. One individual cannot perform each function of the start to finish transaction. The cashiering system should include reporting and reconciliations at the cashier level (shift start/end) and higher (e.g. supervisor, audit) for overall count, verification and reconciliation.**

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: _____

BY: _____

DATE: _____