

## BID COVER

## Procurement Division

(352) 334-5021(main)

Issue Date: March 12, 2021

**REQUEST FOR PROPOSAL: #RTSX-210030-DS****Digital Signage and Content Management Software**PRE-PROPOSAL MEETING: ☒ Non-Mandatory ☐ Mandatory ☐ N/A ☐ Includes Site VisitDATE: **April 6, 2021**TIME: **9:00 a.m.**LOCATION: **via Zoom**QUESTION SUBMITTAL DUE DATE: **April 16, 2021***All meetings and submittal deadlines are Eastern Time (ET).***DUE DATE FOR UPLOADING PROPOSAL: April 29, 2021, 3:00 p.m.****SUMMARY OF SCOPE OF WORK:**

Purchase complete Digital Signage and Content Management Software (CMS) system for two bus transfer stations, including electrical services.

For questions relating to this solicitation, contact: Daphyne Sesco, Procurement Specialist 3, [sescoda@cityofgainesville.org](mailto:sescoda@cityofgainesville.org)

Bidder is not in arrears to City upon any debt, fee, tax or contract: ☒ Bidder is NOT in arrears ☐ Bidder IS in arrears

Bidder is not a defaulter, as surety or otherwise, upon any obligation to City: ☒ Bidder is NOT in default ☐ Bidder IS in default

Bidders who receive this bid from sources other than City of Gainesville Procurement Division or DemandStar.com MUST contact the Procurement Division prior to the due date to ensure any addenda are received in order to submit a responsible and responsive offer. Uploading an incomplete document may deem the offer non-responsive, causing rejection.

**ADDENDA ACKNOWLEDGMENT:** Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer: Addenda received (list all) # Addendum #1, Addendum #2

Legal Name of Bidder: Frontier Vision Technologies, Inc.DBA: EvogenceAuthorized Representative Name/Title: Thomas L Jacob, VP of SalesE-mail Address: tjacob@evogence.comFEIN: 06-1459268Street Address: 2049 Silas Deane Hwy Suite 1C, Rocky Hill, CT

Mailing Address (if different): \_\_\_\_\_

Telephone: ( 860 ) 953-0240Fax: ( 860 ) 953-0247

By signing this form, I acknowledge I have read and understand, and my business complies with all General Conditions and requirements set forth herein; and,

☒ Proposal is in full compliance with the Specifications.

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Thomas L JacobSIGNER'S PRINTED NAME: Thomas L JacobDATE: April 28, 2021

*This page must be completed and uploaded to DemandStar.com with your Submittal.*

# PART 1 – REQUEST FOR PROPOSAL INFORMATION

Thank you for your interest in working with the City of Gainesville.

Pertinent information and required documents regarding this bid as part of a responsive offer are listed below:

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## 1.1 DISTRIBUTION OF INFORMATION

The City posts and distributes information pertaining to its procurement solicitations on DemandStar ([www.demandstar.com](http://www.demandstar.com)). **The City has transitioned from accepting hard (paper) copy submittals to accepting submittals through “E-Bidding” on DemandStar.com.** In order to submit a bid response to this solicitation the bidder must be registered with DemandStar.

It is the responsibility of the vendor to monitor DemandStar. Properly registered vendors can expect to receive automatic notification of solicitations for bids and proposals, by participating purchasing entities. Bidder’s failure to retrieve available, required procurement information from DemandStar and include the appropriate documentation and information in solicitation responses may result in disqualification.

## 1.2 PRE-PROPOSAL MEETING/QUESTIONS/CLARIFICATIONS AND BID OPENING

If scheduled (refer to Bid Cover Page), attending a pre-proposal meeting is strongly recommended as the project’s scope of work, procedures, and specifications will be discussed at this time. It is the only time during the bid process that bidders may ask questions directly of the end user.

**NOTE:** For a bidder’s attendance of a mandatory pre-proposal meeting to count, the bidder must sign-in before the Procurement Specialist calls the end of that meeting. If the bidder is not signed in by that time, they will be disqualified from bidding on the project. If the mandatory pre-proposal meeting also includes a required site visit, then bidder must sign in, both at the pre-proposal meeting, and again at the end of the site visit, in order to have their attendance count and not be disqualified from submitting a proposal.

If special accommodations are needed in order to attend a pre-proposal meeting or a bid opening, please contact the Procurement Division at least 72 hours in advance.

All questions that occur outside of the pre-proposal meeting must be submitted to Procurement only, and must be received by the date indicated on the Bid Cover Page to be considered. Technical and/or specification questions will not be answered over the phone; they must be submitted by email directed to the Procurement Specialist conducting the solicitation (refer to Bid Cover Page). All questions will be answered via Addendum which will be posted on DemandStar.com for vendor access. All addenda must be acknowledged by the bidder on the Bid Cover Page.

**\*\*\*IMPORTANT NOTICE REGARDING NON-MANDATORY PRE-PROPOSAL MEETING\*\*\***

The scheduled meeting will occur via Zoom; the information to join is provided below. Attendance is not required, but attendees must register to join the meeting.

**Zoom meeting.**

**When: Apr 6, 2021 09:00 AM Eastern Time (US and Canada)**

**Register in advance for this meeting:**

<https://zoom.us/join/joinMeeting?zmt=210009E&mt=210009E>

After registering, you will receive a confirmation email containing information about joining the meeting.

**\*\*\*IMPORTANT NOTICE REGARDING BID OPENING\*\*\***

The scheduled meeting will occur via Zoom; the information to join is provided below. Attendance (live viewing) is not required, but attendees must register to join the meeting. Note, the meeting will end within a few minutes of the 3:00 p.m. deadline, once the bidder names are read.

**Zoom meeting.**

**When: Apr 29, 2021 03:00 PM Eastern Time (US and Canada)**

**Register in advance for this meeting:**

<https://zoom.us/join/joinMeeting?zmt=210009E&mt=210009E>

After registering, you will receive a confirmation email containing information about joining the meeting.

**\*\*\*IMPORTANT NOTICE REGARDING EVALUATION COMMITTEE MEETING\*\*\***

The scheduled meeting will occur via Zoom; the information to join is provided below. Attendance is not required, but attendees must register to join the meeting. Note, no comments or questions from the public are allowed.

**Zoom meeting.**

**When: May 12, 2021 09:00 AM Eastern Time (US and Canada)**

**Register in advance for this meeting:**

<https://zoom.us/join/joinMeeting?zmt=210009E&mt=210009E>

After registering, you will receive a confirmation email containing information about joining the meeting.

*All meetings and submittal deadlines are Eastern Time (ET).*

### 1.3 RFP TIME TABLE

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

RFP available for distribution	March 12, 2021
Non-Mandatory Pre-Proposal Meeting (via Zoom)	April 6, 2021 (9:00 a.m. local time)
Deadline for receipt of questions	April 16, 2021
Deadline for uploading of proposals	April 29, 2021 (3:00 p.m. local time)
Evaluation/Selection Process	Week of May 10, 2021
Oral Presentations/Discussions (viz Zoom), if conducted	Week of May 24, 2021
Projected award date	June/July 2021
Projected contract start date	September 2021

All dates are subject to change. Bidders will be notified via Addendum posted within DemandStar in event of any schedule change.

#### 1.4 PROHIBITION OF LOBBYING

To ensure fair consideration, consistent and accurate dissemination of information for all bidders, the City prohibits communication to or with any department, employee, or agent evaluating or considering proposals during the submission process, except as authorized by the Procurement Division representative. **Additionally, the City prohibits communication initiated by a bidder to any city official or employee evaluating or considering the proposals (up to and including the City Commissioners) before the time an award decision has been made.** Any communication between bidder and the City required to obtain information or clarification for preparing a bid or to enable a proper, accurate evaluation of a proposal will be handled solely through the Procurement Division staff. **Any communications initiated between the bidder and the City outside these parameters may be grounds for disqualifying the offending bidder from consideration for award of the proposal and/or any future proposal.**

#### 1.5 CONE OF SILENCE

During the Cone of Silence (formerly called Blackout period) as defined in the next paragraph, except as pursuant to an authorized appeal, no person may lobby (as defined in section 1.4) 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 Cone of Silence is the period between the issue date of the RFP, which allows for immediate submittals to the City of Gainesville Procurement Division for the Request for Proposal and the time the City Officials and Employee awards the contract.

#### 1.6 DETERMINATION OF RESPONSIBILITY OF BIDDERS

The specific qualifications of bidders for this specific Request for Proposal are included in Part 3, 3.1, d) Qualifications. Bidder must also demonstrate that it is responsible as defined in the City of Gainesville's [Financial Services Procedures Manual](#), Section 41-522, as may be amended.

As a part of the proposal evaluation process, City reserves the right to conduct a background investigation of bidder, including a record check by the Gainesville Police Department if the qualifications require it. Bidder's submission of a proposal constitutes acknowledgment of the process and consent to such investigation.

No contract will 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 not responsible by City pursuant to Section 41-522, [Financial Services Procedures Manual](#), following:

These criteria consider the bidder's capability to perform:

- a) The ability of the bidder to successfully carry out a proposed contract.
- b) Past performance (including reference check), experience, business and financial capabilities, skills, technical organization, legal eligibility and reliability.
- c) Current litigation pending between the bidder and the City.
- d) Bidder has paid all debts owed to the City.
- e) Bidder possesses all required licenses.

If it is determined that the bidder is not responsible, City will notify bidder of its finding, including evidence used, and allow bidder the opportunity to come into compliance within three (3) business days of notification.

Successful Bidder must either update or complete City's vendor application, pay business tax (if applicable), and register with the State of Florida. Please be advised that the City Attorney's office will not approve a contract with any vendor unless the corporation or partnership is registered with the Division of Corporations with the State of Florida ([www.sunbiz.org](http://www.sunbiz.org)).

#### 1.7 RESPONSIVENESS OF PROPOSAL

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 (via upload to DemandStar.com), and has the appropriate signatures as

required on each document. Failure to comply with these requirements may deem the proposal non-responsive (see Section 41-444 of the [Financial Services Procedures Manual](#)).

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## PART 2 – PROJECT OVERVIEW

### 2.1 GENERAL DESCRIPTION

It is the intent of the City of Gainesville to obtain proposals from qualified Digital Signage Companies interested in providing Regional Transit System (RTS) a standard specification applicable to commercial building digital display technology application with installation, support, and warranty.

RTS intends to acquire a complete Digital Signage/Content Management Software (CMS) technology for its two bus transfer stations. RTS here within requests proposals for the design, installation, testing, and acceptance of the Digital Signage by interested firms (hereinafter known as “the proposer”). Prices quoted must be all-inclusive and represent complete installation at both of RTS’s transfer stations. The proposer will be responsible for all parts, labor, and all other associated apparatus necessary to completely install, test, and turnover for acceptance of the Digital Signage/CMS Solution to RTS.

### 2.2 PROJECT SPECIFICATIONS

#### 2.2.1 Video Display and Hardware Preferences

Our current preferences are as follows, but will consider other options as it pertains to displays, kiosks, mountings and enclosures.

- a) Qty: 4 (four) All in One Outdoor Solution (Water/Dust Proof/Impact/Anti-Graffiti) Commercial Grade LCD/LED/EPaper Monitors or Freestanding Kiosks. Minimum 46” display for Butler Plaza Transfer Station. Minimum 55” display for Rosa Parks Transfer Station. (24x7 Rated.).

- Designed for continuous 24/7/365 operation with life span of 50,000 hours or greater
- Super high brightness
- Audio required (built in or standalone)
- Minimum High Brightness 2500-NIT
- Minimum 3-year manufacturer. warranty on displays with Onsite Support
- Anti-Glare Technology
- Installed
- Minimum IPS 56 Rated
- Qty: 2 (two) - 4G/LTE Cell Modems (Ruggedized Compact)
- Qty: 2 (two) - Media Players for Displays with all Hardware Included

- b) Locations for Monitors or Kiosks

- Rosa Parks Transfer Station (700 SE 3<sup>rd</sup> Street, Gainesville, FL 32601) - Qty: 2 (two) - Outdoor Displays with hardware to be installed at transfer station. Proposer will provide recommendations for best type of displays and install locations(s). Preference would be at midpoint of station.
- Butler Plaza Transfer Station (4231 SW 30<sup>th</sup> Ave, Gainesville, FL. 32608) - Qty: 2 (two) - Outdoor wall mounts with hardware. To be mounted on walls of station office or a freestanding kiosk near station office.

Both RTS Transfer Stations have electricity but some locations will need to extend to reach mounting locations for the displays. The vendor will be responsible for all electric work that will be needed at each transfer station. Solar powered displays will also be considered.

- c) Displayed Content and Information

Our current preferences are as follows:

- Real Time Bus Arrival and Departure information. Scheduled arrival and departures when real time is not available. Product must be compatible with Clever Devices CAD/AVL system.

The language in the above bullet is the only information that changed from the original specifications on the last RFP. All other changes were made via addenda (refer to the applicable Q&A section from previous RFP, further in this section.

- Local Weather Alerts Option will need to be included with Emergency option so RTS can display during bad weather conditions.
- RTS Marketing Branding options must also be displayed throughout all Non-Interactive screens.
- Displays will provide RTS multi-media information and photos in schedule sequences.
- The ability for RTS staff to remote access the monitors and add content via internet.
- Each unit can display both unique and group content.

c) Server/Cloud and Software Capabilities

Our current preferences are as follows:

- Digital Media Players or Built in display
- Interactive Multi-User technology capabilities.
- Software that will provide interactive and digital signage.
- Media Servers that can handle Digital Signage with backup capabilities.
- Ability to monitor, diagnose and update software remotely.
- Ability to add additional display units in the future, each with unique content.

d) Network Connectivity Specifications

Proposers must specify minimum workstation requirements, including:

- Cell modem required for all 4 screens for remote access (AT&T or Verizon Compatibility Required).
- RTS will be responsible for 4G LTE Cell Services

e) Viewing

- A 1920x1080 resolution area is preferred.
- Video Screens shall allow for the viewing of multiple videos and documents on all screens.
- ADA requirements for video, monitor height and sound.
- RTS will need all displays purchased with mounting hardware and installed to view the media content.

f) Testing Equipment and Hardware

Installation of all equipment, software, laying of wire and all ancillary equipment and connectors must be installed, test verified and delivered in operating and ready-to use condition.

RTS is forecasting to have this project completed within six (6) months of the contract execution.

g) Software

- Furnish, design, develop, configure, install, test, train and deliver the equipment and computer operating system(s) in a ready-to-use condition, and perform all other related work.
- Provide an anticipated future release schedule/frequency of software updates and provide pricing of updates within first five (5) years.

h) Training

- Proposer shall submit a training plan that describes the procedures that the Proposer will employ to adequately accomplish training related to the implementation and full utilization of the system.
- Proposer shall provide a contact person and phone number to assist RTS with any technical questions. This service shall be provided as a part of the training for a minimum of six months from the date of installation.
- Training shall be provided to personnel designated by RTS within 15 business days from the completed installation and acceptance date. Training for all hardware and software must be provided on-site and shall at a minimum include:

- Name and phone number of the person responsible for training for six months.
- How to install or setup a computer as a viewing station.
- How to operate the Media Software.
- How to backup and retrieve data.
- How to search and program media servers.
- How to remove and reinstall the LCD/LED/EPaper Monitors if need to.

## 2.3 PRODUCT GUARANTEE AND WARRANTY

- Materials and workmanship hereinafter specified and furnished shall be fully guaranteed by Monitor Manufacturer for three (3) years from transfer of title against any defects. The successful proposer shall correct defects that may occur as the result of faulty workmanship within First year, after installation and acceptance by RTS, at no additional cost to RTS. The successful proposer shall promptly, at no cost to RTS, correct or re-perform (including modifications or additions as necessary) any nonconforming or defective work within the First Year after completion of the project of which the work is a part. The period of the successful proposer's warranty for any items herein are not exclusive remedies, and RTS has recourse to any warranties of additional scope given by the successful proposer to RTS and all other remedies available at law or in equity. The successful proposer's warranties shall commence with acceptance of/or payment for the work in full.
- If the successful proposer procures equipment or materials under the Contract, the proposer shall obtain for the benefit of RTS and materials warranties against defects in materials and workmanship to the extent such warranties are reasonably obtainable.
- The successful proposer shall pass along to RTS any additional warranties offered by the manufacturers, at no additional costs to RTS, should said warranties extend beyond the one year period specified herein.
- This warranty shall in no manner cover equipment that has been damaged or rendered unserviceable due to negligence, misuse, acts of vandalism, or tampering by RTS or anyone other than employees or agents of the successful proposer. The successful proposer's obligation under its warranty is limited to the cost of repair of the warranted item or replacement thereof, at the successful proposer's option. Insurance covering said equipment from damage or loss is to be borne by the successful proposer until full acceptance of equipment and services.

## Q&A/SUPPLEMENTAL INFORMATION

The relevant Q&A/supplemental information resulting from addenda issued on the previously rejected RFP are included below. The following answers still replace anything to the contrary in 2.1 through 2.3 above unless changed via addendum to **this** RFP.

**For all questions which requested photos of the transfer stations refer to PART 10 – EXHIBITS.**

Question1: Can we see photos of where kiosks will be located?

**Answer1: Contractor will install a monitor on each side of the building. (Refer to Part 10 – Exhibits for photos)**

Question2: Will there be a slab of some sort for kiosks to be affixed to – or directly on the ground?

**Answer2: Kiosks will be on a slab at Rosa Parks. At Butler Plaza, the display will be mounted on wall of building.**

Question3: Do you require Single-sided screens or dual-sided?

**Answer3: Rosa Parks can have either two single-side or 1 dual-sided screen. Butler Plaza will need two single-sided monitors installed on wall of building.**

Question4: Do you need to provide ability for visitors to charge devices at the kiosks?

**Answer4: No.**

Question5: Should kiosks have wireless access points to provide de internet for visitors around them?

**Answer5: No.**

Question6: Do you need camera(s)?

**Answer6: No.**

- Question7: Will you be looking for kiosk use analytics and traffic & engagement statistics?  
**Answer7:** *No.*
- Question8: Would you like visitors to be able to share info that they access at the kiosk via either sms or email?  
**Answer8:** *No.*
- Question9: Would the City consider a 43” sign at Butler Plaza?  
**Answer9:** *43 inches would be acceptable if installed on lower part of building between entrance door and front edge of building. However, would be too small if installed at upper area just below roofline and above door (side window)*
- Question10: Can you provide the maximum available dimensions for mounting each sign at Butler Plaza?  
**Answer10:** *Space can easily support 55”. There are two possible locations to mount the signs (refer to Exhibit A at end of document):*
  - *Option #1 is approx. 8ft x 4.5ft. This is located just under the roofline of the building to the top of the entrance door (side window).*
  - *Option #2 is approx. 4ft x 4ft. This is located in the area from the entrance door to the front edge of the building.*
- Question11: Type of announcements (i.e., mixed media, etc.)?  
**Answer11:** *Must be ADA compliant, Arrival/Departures, public service announcements, weather alerts, advertisements, etc.*
- Question12: For displays, is touch-enabled required? Any other requirement?  
**Answer12:** *No to both questions.*
- Question13: Training is for how many staff?  
**Answer13:** *About six (6).*
- Question14: Is real time data from Clever devices hosted in the cloud or on a local RTS server?  
**Answer14:** *Cloud based.*
- Question15: To clarify in regards to the training: will we be training actual RTS staff or the provider staff?  
**Answer15:** *Only RTS staff.*
- Question16: Is technology in place to generate announcements?  
**Answer16:** *No, Content Management software would do this.*
- Question17: Can you provide point-of-view photos for Rosa Parks of the three possible options?  
**Answer17:** *Photos are included in Exhibit B at end of document.*
- Question18: Rosa Parks – where is best power available?  
**Answer18:** *The closest power access is the lighting fixture on column or electrical junction box under brick pavers.*
- Question19: Is there a limit on amount of power drawn?  
**Answer19:** *There is available amperage in the panel box located in the ticket booth. Breaker box pictures Exhibit C at end of document.*
- Question20: Is the power for the lights on the columns, a constant source or on a switch?  
**Answer20:** *The power for the light on the column is currently on a light detector switch, which activates the lights when there is insufficient sunlight. It would be preferable to run new wire through existing conduit from the column or junction box located under pavers to the breaker box located in the ticket booth.*
- Question21: In Addendum 3, references are made to “announcements”. Beyond any user-triggered audio for ADA purposes, is there a requirement for any audio announcements to be made by the system or should we just assume that references to “announcements” refer to on-screen data, messages and alerts?

**Answer21:** *No, only ADA Announcements are required. However, the ability to make emergency announcements such as weather alerts is preferred as well as advertisements.*

Question22: If the 4G/LTE cell modems are enclosed in a ruggedized enclosure, are the devices themselves still required to be ruggedized?

**Answer22:** *The modems themselves do not need to be ruggedized if enclosed in a ruggedized enclosure.*

Question23: Does the City have a preference for either ATT or Verizon? (This is only significant in that many managed cell modem solutions support one or the other system on specific models.)

**Answer23:** *No.*

Question24: pg 6: "Media Servers that can handle Digital Signage with backup capabilities." Can you clarify the intent behind the "backup" aspect?

**Answer24:** *Ability to create a backup file that can easily be reloaded to minimize downtime in an event that data is lost or corrupted.*

Question25: At the Rosa Parks station are there any known obstacles associated with mounting the displays to the columns?

**Answer25:** *The display will not be mounted on the column at Rosa Parks. It needs to be installed on the concrete platform using a mounting pole/device supplied by the vendor.*

Question26: Are any of the locations where power is expected to be pulled from on timers?

**Answer26:** *The power from the light fixture on the column is on a timer. Power would need to be accessed via existing conduit running to the breaker box in the ticket booth. Conduit is accessible from the light fixture on the column or the junction box under the pavers.*

Question27: Part 5 details the Evaluation Process. I understand the criteria are listed in "decreasing order of relative importance." However, does each criteria have a particular weight (e.g., 50% Price/cost, 20 % Technical qualifications, and so on)?

**Answer27:** *The criteria and maximum points are stated below:*

- *Technical Qualification – 50 points*
- *Understanding of RTS Needs – 30 points*
- *Described Business Model Used to Undertake Project – 25 points*
- *Described Training of RTS Personnel on Software Operations– 15 points*
- *Described Training of RTS Personnel on Hardware Maintenance – 5 point*
- *Price/Cost – 30% of Total Points*

Question28: On Page 6, the RFP states as a requirement of the Displayed Content and Information, "Local Weather Alerts Option will need to be included with Emergency option so RTS can display during bad weather conditions." Could you please detail, if any, weather and emergency alert systems with which the CMS would have to integrate?

**Answer28:** *These alerts would be generated by RTS staff.*

Question29: On Page 6, the RFP states as a requirement of the Server/Cloud and Software, "Interactive Multi-User technology capabilities." Could you please detail, if possible, how the software should be interactive besides the other written functionalities and requirements?

**Answer29:** *The only interactivity would be ADA announcements requested by a user.*

Question30: On Page 6, the RFP states as a requirement of the Server/Cloud and Software, "Software that will provide interactive and digital signage". Also, Addenda 1 and 3 clarify that the displays are not required to be touchscreens, have wireless access points, or be able to share info via SMS or email. Could you please detail any other way that the displays should be interactive, if any?

**Answer30:** *The only interactivity would be ADA announcements requested by a user.*

Question31: Could we please get a list of City of Gainesville approved electrical contractors?

**Answer31:** *The City does not have a list of approved electrical contractors.*

Question32: Part A - Can RTS please confirm that the awarded vendor is responsible for all construction costs including cutting concrete and underground work and must include fixed costs for this as part of their proposals?

**Answer32:** *Yes, that it correct.*

Question33: Part B - Assuming the awarded vendor is responsible for underground work required to run electrical from the junction box to the sign location, can RTS provide the number of feet from each sign location to each electrical junction box under the brick pavers and/or to each column with lighting fixtures? This would allow for more accurate installation costs to be determined. We have provided the table below for easy organization of the information.

**Answer33:** *Completed table follows:*

	Feet To Box Under Pavers	Feet to Column/Lighting Fixture	Approximate Feet to Ticket Booth (based on Google Satellite)
Sign Location 1: (Center)	35	5	110
Sign Location 2: (North Side)	30	5	300
Sign Location 3: (South Side, Near Ticket Booth)	70	5	30

Question34: Part C - Have any “call before you dig” surveys been completed to confirm feasibility of running underground conduits where required to each sign location?

**Answer34:** *No.*

Question35: Part D - Does the light/power source on the column work on timed power? Does it only come on at night?

**Answer35:** *It is timed, only comes on at night. Recommendation would be to use existing conduit from light on column or from junction box under pavers to run wires to breaker box in ticket booth.*

Question36: Part E - How many open breakers are available in the electrical junction box under the brick pavers?

**Answer36:** *No spots for breakers, this is just a junction box for conduit connections.*

Question37: Part F - If additional breakers are added to the electrical box in the ticket booth (shown in pictures) to support the signs, are vendors required to install underground conduit/wiring from the booth to the selected power source near the sign locations? Or can we assume conduit exists that new wires can be pulled through?

**Answer37:** *Yes, conduit is available.*

Question38: Part G - We understand that RTS is open to options of either a single (double sided) sign at location #1 in the center of the transit center or two separate signs at each end at location #2 and #3. Does RTS have a preference? Given that electrical construction costs would likely be cheaper for a single location instead of two separate locations, should vendors provide prices for each option for consideration?

**Answer38:** *Prefer single location, double sided.*

Question39: Is there any concern about the weight of the sign being mounted to Butler Plaza Building?

**Answer39:** *No.*

Question40: Will standard work hours be acceptable for sign installation or is night work required?

**Answer40:** *Standard work hours are acceptable as long as work area has appropriate safety measures in place to protect the public.*

Question41: As the City of Gainesville has not identified a specific DBE participation goal for this project, please confirm that proposers are not required to document Good Faith Efforts in cases where DBE participation is not achieved.

**Answer41:** *That is correct.*

Question42: Are there As-Built Electrical and Architectural drawing from the locations where the kiosks are to be deployed (especially Rosa Parks)? We are looking to determine exactly how we will get power to the locations pictured in the photos provided.

**Answer42:** *We do have drawings of the Butler Plaza location. Drawings for Rosa Parks are incomplete with drawings available only for lighting (Exhibit B and C, respectively).*

Question43: As a part of clarification, a number of specification requirements provided are open to options (single or dual sided units) or just mention minimum requirements (size of the screen, etc). Would you like to receive all options available so you can choose them or do you prefer to narrow down your preferences and give exact specification for each kiosk?

***Answer43: All options recommended to choose from.***

Question44: Do you prefer to host Content Management Server software in house (if yes, please advise hosting environment: Black Box server, VMWare, AWS or Azure cloud, etc) or are you looking for vendor to provide cloud hosting services as a part of the offering?

***Answer44: Cloud hosting is preferred.***

Question45: Warranty: Are you expecting on-site warranty with parts cross-shipment (advanced replacement) or just standard depot warranty with diagnostics trip and follow-up repair?

***Answer45: Standard depot warranty with diagnostics trip and follow-up repair.***

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## PART 3 – PRICE PROPOSAL

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### 3.1 Price Proposal

The budget for this project is limited to \$150,000. Proposers must keep this in mind when preparing their response as any responsive, responsible proposals exceeding this amount will not be considered for award.

Provide breakout pricing using the following categories as stated below:

- Cost of initial installation/setup (to include providing electrical power to desired locations if required).
- Cost of each initial Software license and cost per year to renew for 5 years.
- Yearly cost of ongoing support and maintenance for 5 years.
- Pricing of individual components required to complete the project.
- Cost of each Monitor
- Cost of each Mount (with Monitor Enclosure)
- Cost of each Kiosk (with Monitor Enclosure)
- Cost of each PC
- Cost of each Modem/Router
- Cost of Training RTS Staff.

**NOTE:** When cost estimating travel, the City's travel policy allows for Coach air travel only. In addition, long distance phone calls, printing, and other administrative costs may be billed at cost only – no mark-up). Evidence of these expenditures will be submitted when invoicing the City.

Federal funds will be used for this project, therefore, advance payments (aka pre-payments) are not permitted.

The City will pay successful proposer after completion of the project. The City may make progress payments for costs incurred in the course of the project to the successful proposer but only with proper documentation clearly showing purchase, receipt and payment were made by successful proposer first. Proposer may submit a detailed progress payment schedule (i.e., tasks/phases, amounts, etc.) with their submittal.

**DemandStar requires entry of *Bid Amount* when uploading submittal.**  
**Proposer is requested to enter "0", without a dollar sign or period.**

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## PART 4 – HOW TO SUBMIT A PROPOSAL

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**Instructions to bidders:** Proposals must contain each of the documents listed below; each fully completed and signed, as required. Required signatures for proposal forms may be applied using electronic signature software (i.e., DocuSign, Adobe Sign, etc.). Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

### 4.1 FORMAT OF PROPOSAL

#### a) 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.

#### b) 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 bidder deems relevant.

#### c) Price Proposal

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

Bidders 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, bidders must use it; otherwise, bidders may use formats of their choice.

#### d) Qualifications

The response to the minimum qualification requirements should address each of the qualifications set out in the section below. Bidders must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Bidders who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be further considered. If a prescribed format, or required documentation for the response to minimum qualification requirements is stated below, bidders must use said format and supply said documentation.

- Possess those licenses/permits required to perform Digital Video installations in the specified jurisdiction.
- Provide references of the type of installation required in this RFP.
- Personnel knowledgeable in local, state, province and national codes, and regulations.
- Proposer must use professional licensed electrician or company for all electric work.
- Proposer must have been in business a minimum of 5 years.

### 4.2 CONTENT OF PROPOSAL

#### Required Documents:

The following documents are required to be included in the bidder's submission:

- a. RFP Cover Page
- b. Address each Minimum Qualification
- c. Provide a Statement of all Qualifications that will communicate the capabilities of the proposer to successfully complete the project
- d. Pricing Proposal
- e. Drug-Free Workplace Form
- f. Bidder Verification Form
- g. References Form
- h. Certification Regarding Lobbying (federal form)
- i. Disclosure of Lobbying Activities (with instructions), (federal form)
- j. Contractor Responsibility Certification
- k. Subcontractor/Subconsultant List and Bidder Status
- l. Bidder's W-9

- m. Copy of any applicable, current licenses and/or certification required by City/County/State
- n. Exceptions to the RFP (refer to Part 4, 4.5 Exception to the RFP)
- o. Investigation of Alleged Wrongdoings, Litigation/Settlements/Fines/Penalties

Submit only the required pages from the solicitation, not the entire solicitation document.

#### 4.3 PROPOSAL SUBMISSION INSTRUCTIONS

The bid response, containing all required documents, with authorized signatures, must be received by 3:00 p.m. on the due date indicated on the Bid Cover Page for this project. The bidder's complete pdf response must be uploaded into DemandStar.com prior to the 3:00 p.m. deadline. This platform will not accept late submittals. One pdf document including both technical and price proposal is preferred over submission of two separate documents. If confidential/exempt information is claimed (refer to section 4.4 below), then upload two pdf document versions, one unredacted and one redacted. Ensure that the first page of the unredacted version includes the specific legal authority for the claim.

Upload bid response as a pdf formatted document only, unless the solicitation states otherwise. The pdf document should be titled with bidder's name, bid number, and, if the response is submitted in parts, include "Part # of x".

On occasion, the City will request proposals present pricing separately from the main proposal. If separate pricing is requested, upload a separate document that indicates Pricing as its content.

Modifications to or withdrawal of a bidder's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in DemandStar.com in order to be recognized by the City. Any bid not withdrawn will constitute an irrevocable offer, for a period of one hundred twenty (120) days, to provide the City adequate time to award the Contract for the services specified in this solicitation.

Both the response and the price proposal, if required to be submitted as a separate document, must be signed by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the proposal, but must attach a corporate resolution granting authorization to the representative to execute on behalf of the business.

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

#### 4.4 DISCLOSURE AND CONFIDENTIALITY

Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public record's request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

- (i) Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that bidder claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, bidder shall:
  - a. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted as outlined in 1 and 2 on the following page. Bidder shall take care to redact only the confidential and exempt information within a record.
  - b. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.

(ii) Request for Trade Secret or Otherwise Confidential and Exempt Information.

- a. In the event City receives a public records request for a record with information labeled by bidder as Trade Secret or otherwise as confidential and exempt, City will provide the public record requester with the redacted copy of the record and will notify bidder of the public records request.
- b. However and notwithstanding the above, in the event that City in its sole discretion finds no basis for bidder's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then City shall notify bidder in writing of such conclusion and provide bidder a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If bidder fails to file for declaratory action within the reasonable amount of time provided, then City will disclose the information requested.
- c. If a public records lawsuit is filed against CITY requesting public disclosure of the information labeled by bidder as Trade Secret or otherwise as confidential and exempt, CITY shall notify bidder and bidder shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
- d. Bidder hereby indemnifies and holds CITY, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with bidder's claim that any information it provided to CITY is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

How to Designate Trade Secret or Otherwise Confidential and Exempt Information

If a bidder believes that its response contains trade secret or otherwise confidential and exempt information (as defined by Florida or Federal law) and should be withheld from disclosure to the public, in such cases the bidder must provide a redacted copy of the proposal for public access.

- Redacted means that the confidential/proprietary information in the proposal has been obscured so that it cannot be read.
  - Unredacted means that the entire document, including the confidential/proprietary information, has not be obscured and is visible for the evaluation team to use in their evaluation process.
1. Upload a pdf version response of the complete UNREDACTED proposal. Include "UNREDACTED, CONFIDENTIAL" in document title. This is the version that will be used by the evaluators when they are reviewing your proposal. It is essential that the items that will be redacted are highlighted in yellow to prevent the evaluation team from discussing these items after the award. The first page of the document for the **unredacted** document should 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.
  2. Upload a pdf version response of the REDACTED copy of the proposal. Include "REDACTED" in the document title. This copy will be used to support any public records requests that may arise from this solicitation.

How the City will Handle Material Identified as Trade Secret or Otherwise Confidential and Exempt Information

The City's evaluators will be provided with the complete unredacted proposal, including any trade secret or otherwise confidential and 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.

**4.5 EXCEPTION TO THE RFP**

Bidders may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a bidder take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific, and the bidder 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 bidder furnish the services or goods described herein, or negotiate an acceptable alternative.

**NOTE: Bidders are strongly encouraged to submit any deviations or exceptions to the City before the question submittal deadline or proposals are due, so that based upon the City's response in the addendum, the bidder can determine if it is in their best interest to submit a response or not.**

#### **4.6 ONLY ONE BID**

Only one bid from any individual, firm, corporation, organization or agency under the same or different name shall be considered. Should it appear to the City that any bidder has a financial interest in more than one submission under this bid, all bids in which such bidder has a financial interest will be rejected. A subcontractor is permitted to appear in more than one submittal for the same bid, as long as the subcontractor is not a lead bidder in any of the submittals. The City considers a financial interest to include, but not be limited, to joint ventures and, partnerships.

#### **4.7 FULLY INFORMED BIDDER**

A bidder is expected to fully inform itself as to the requirements of the Specifications and Contract terms and conditions; failure to do so will be at its own risk. A bidder shall not expect to secure relief on the plea of error.

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## PART 5 – EVALUATION PROCESS

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### 5.1 EVALUATION CRITERIA

#### a) Selection and Evaluation Criteria

Proposals will be evaluated using the procedures described in the City's, [Professional Services Evaluation Handbook](#) as a general guide only. The criteria listed below (in decreasing order of relative importance) will be used in place of those set forth in the handbook under Technical Qualifications and Written Proposal Evaluation. Use of Presentation Evaluation and Other Factors may be used if 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.

Criteria:

- 1) Price/Cost
- 2) Technical Qualifications
- 3) Understanding of RTS Needs
- 4) Described Business Model Used to Undertake Project
- 5) Described Training of RTS Personnel on Software Operation
- 6) Described Training of RTS Personnel on Hardware Maintenance

#### b) 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 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.

#### c) Other Factors

The Other Factors to be considered, based upon the specific project (but not limited to), are those items, such as Disadvantaged Business Entity use, if available.

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## PART 6 – SELECTION PROCESS

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The proposer(s) will be selected from qualified, responsive and responsible proposers to this Request for Proposal. The selection process will be as follows:

1. Evaluators consisting of staff, including grantor staff if applicable, will review and score the proposals.
2. The City will make the award to the responsive and responsible proposer whose proposal is most advantageous to the City with price and other factors considered.
3. All proposals are evaluated to determine those that fall into the competitive range (those proposals that have a reasonable chance of being selected for award). Written and/or oral discussions may be conducted with all proposers determined to be in the competitive range.
4. If oral presentations are held, proposers shall further detail their qualifications, approach to the project and ability to furnish the required items/services. This separate score would be used to short-list proposers within the competitive ranges. These presentations shall be made at no cost to the City. Proposers selected for oral presentations (either in-person or via an on-line conferencing platform) should provide one (1) electronic copy of materials presented in PDF format. Oral presentation are recorded.
5. Clarifications/discussions may be held to discuss any deficiencies in a proposer's submittal and to ensure that the proposer fully understand all the requirements of this RFP. In the course of such discussions, the City may request revised proposals or, if discussions are complete, Best and Final Offers (BAFO). The City's BAFO would be in writing and based on all clarifications to the proposed Score of Work included in discussion. Response submittals will reflect the proposer's final proposal, including cost/price changes. Any additional costs associated either with clarifications/discussions or completion/submission of revised proposals and/or BAFO submittals are to be at no cost to the City.
6. Best and Final offers will be evaluated as an adjustment to the scores already awarded by the evaluation committee on their original proposal response. If a proposer does not submit a BAFO, then its' immediate previous offer will be considered as its' BAFO. The highest ranking proposer based up the adjusted scores may be presented to the City Commission, if so required, for approval and authorization to execute a contract.

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## PART 7 – AWARD

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### 7.1 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; and (2) coin toss.

### 7.2 DRUG-FREE 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.

### 7.3 CONTRACT TERMS AND CONDITIONS

The City may award a contract on the basis of initial offers received, without discussions. A sample contract is attached to the bid. Therefore, each initial offer should contain the bidder's best terms from a cost or price and technical standpoint and any changes to the sample contract.

The City reserves the right to enter into contract negotiations with the selected bidder regarding the terms and conditions of the contract and technical terms. Price will not be neogitated. If the City and the selected bidder cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected bidder. This process will continue until a contract has been executed or all bidders have been rejected. No bidder shall have any rights against the City arising from such negotiations.

### 7.4 CONTRACT AWARD

The award(s), if any, shall be made to the bidder(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.

### 7.5 CONTRACT

The Contract to be entered into will designate the successful bidder as the City's Contractor. The successful bidder will be required to execute an agreement with the City in substantially the same format as found in Part 9.

### 7.6 BID PROTEST

Participants in this solicitation may protest the RFP specifications or award in accordance with Section 41-580 of the [Financial Services Procedures Manual](#).

### 7.7 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. See Section 41-444 [Financial Services Procedures Manual](#).

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## PART 8 – GENERAL INFORMATION

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### 8.1 REIMBURSABLES

When cost estimating travel, the City's travel policy allows for Coach air travel only. In addition, long distance phone calls, printing, and other administrative costs may be billed at cost only – no mark-up). Evidence of these expenditures will be submitted when invoicing the City.

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### 8.5 TAXES, CHARGES AND FEES

The bidder 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 the City of Gainesville is often 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.

### 8.6 COSTS INCURRED BY BIDDERS

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

### 8.7 RULES; REGULATIONS; LICENSING REQUIREMENT

The bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders 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.

### 8.8 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.

### 8.9 DEBARMENT, SUSPENSION, OTHERWISE EXCLUDED

By submitting this proposal, bidder agrees that it:

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property;
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses enumerated in paragraph (2) of this certification; and
- Has not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

### 8.10 PUBLIC ENTITY CRIME INFORMATION STATEMENT

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.”

#### **8.11 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 bidder and specific contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

#### **8.12 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](#).

#### **8.13 USE OF RFP REPLY IDEAS**

The City has the right to use any or all information presented in any response to the RFP, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

#### **8.14 E-VERIFY REQUIREMENT**

The Contractor shall (1) utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract; and (2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

#### **8.15 FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS**

**Statement of Financial Assistance:** This purchase is funded in whole or in part by the U.S. Department of Transportation, Federal Transit Administration. The following requirements are applicable for this purchase:

##### **A. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

##### **B. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

*Refer to 49 U.S.C. § 5323(l)(1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001, and 49 C.F.R. part 31.*

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### C. ACCESS TO RECORDS AND REPORTS

*Refer to 49 U.S.C. § 5325(g), 2 C.F.R. § 200.333, and 49 C.F.R. part 633.*

- 1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- 2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- 3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- 4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

#### D. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### E. CIVIL RIGHT LAWS AND REGULATIONS

*Refer to 49 U.S.C. § 5332, 49 U.S.C. Chapter 53, 42 U.S.C. § 2000e, Executive Order No. 11246, 20 U.S.C. § 1681 et seq., 49 C.F.R. part 25, 42 U.S.C. § 6101 et seq., 45 C.F.R. part 90, 29 U.S.C. 42 U.S.C. § 621 et seq., 29 C.F.R. part 1625, and 42 U.S.C. § 12101 et. Seq.*

The City of Gainesville is an Equal Opportunity Employer. As such, the City of Gainesville agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City of Gainesville agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- 1) **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3) **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 4) **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

F. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

*Refer to 49 C.F.R. part 26.*

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Gainesville, Florida. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

### Overview

It is the policy of the City of Gainesville and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the City of Gainesville to:

- 1) Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- 2) Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
- 3) Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- 4) Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
- 5) Help remove barriers to the participation of DBEs in DOT assisted contracts;
- 6) To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and

- 7) Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The City of Gainesville shall make all determinations with regard to whether or not a Proposer is in compliance with the requirements stated herein. In assessing compliance, the City of Gainesville may consider during its review of the Proposer's submission package, the Proposer's documented history of non-compliance with DBE requirements on previous contracts with the City of Gainesville.

#### **Contract Assurance**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City of Gainesville deems appropriate.

#### **DBE Participation**

For the purpose of this Contract, the City of Gainesville will accept only DBE's who are:

- 1) Certified, at the time of bid opening or proposal evaluation, by the Florida Department of Transportation or the Unified Certification Program (UCP); or
- 2) An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an City of Gainesville whose DBE certification process has received FTA approval; or
- 3) Certified by another agency approved by the City of Gainesville.

#### **DBE Participation Goal**

**The City of Gainesville has not set a specific goal for this project.** The agency's overall goal for DBE participation for the period October 1, 2019 through September 30, 2022 is **3%**. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 1.5% of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Proposer non-responsive.

#### **Proposed Submission**

Each Proposer, as part of its submission, should supply the following information:

- 1) A completed DBE Utilization Form (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
- 2) A list of those qualified DBE's with whom the Proposer intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Proposer has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Proposer may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the City of Gainesville.
- 3) An original DBE Letter of Intent (see below) from each DBE listed in the DBE Participation Schedule.
- 4) An original DBE Affidavit (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

The City reserves the right to request any missing documentation after the bid opening, as needed.

#### **Good Faith Efforts**

If the Proposer is unable to meet the goal set forth above (DBE Participation Goal), the City of Gainesville will consider the Proposer's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the City of Gainesville will consider as part of the Proposer's good faith efforts include, but are not limited to, the following:

- 1) Documented communication with the City of Gainesville's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
- 2) Pre-bid meeting attendance. At the pre-bid meeting, the City of Gainesville generally informs potential Proposer's of DBE subcontracting opportunities;
- 3) The Proposer's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- 4) Written notification to DBE's encouraging participation in the proposed Contract; and
- 5) Efforts made to identify specific portions of the work that might be performed by DBE's.

The Proposer shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

- 1) The names, addresses, and telephone numbers of DBE's that were contacted;
- 2) A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
- 3) Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

#### **Administrative Reconsideration**

Within five (5) business days of being informed by the City of Gainesville that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Proposer may request administrative reconsideration. The Bidder should make this request in writing to the City of Gainesville's Procurement Division. The Procurement Division will forward the Proposer's request to a reconsideration official who will not have played any role in the original determination that the Proposer did not document sufficient good faith efforts.

As part of this reconsideration, the Proposer will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Proposer will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The City of Gainesville will send the Proposer a written decision on its reconsideration, explaining the basis for finding that the Proposer did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

#### **Termination of DBE Subcontractor**

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without the City of Gainesville's prior written consent. The City of Gainesville may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the City of Gainesville in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

#### **Continued Compliance**

The City of Gainesville shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to the City of Gainesville that summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the RTS DBE Coordinator with copies provided to the Procurement Division. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Proposer shall permit:

- The City of Gainesville to have access to necessary records to examine information as the City of Gainesville deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Proposer and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of the City of Gainesville, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in 8.7 of the Contract document.

#### Sanctions for Violations

If at any time the City of Gainesville has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the City of Gainesville may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

#### DBE Utilization Form

The undersigned Proposer has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

  X   The Proposer is committed to a minimum of   30   % DBE utilization on this contract.

       The Proposer (if unable to meet the DBE goal of %) is committed to a minimum of        % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

#### DBE Participation Schedule

The Proposer shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Proposer shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

#### DBE Identification and Information Form

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm
Smart NY, 405 Lexington Avenue, NY, NY	Joan Brothers 917-517-2316	30%		Woman Owned

#### G. ENERGY CONSERVATION

*Refer to 42 U.S.C. 6321 et seq., and 49 C.F.R. part 622, subpart C.*

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### H. AMERICANS WITH DISABILITIES ACT

*Refer to 49 C.F.R. part 37 and 49 C.F.R. part 38.*

- 1) *New Buses and Construction:* All design and construction must meet all federal regulations of 49 CFR Part 37 and Part 38.
- 2) *Used Buses:* Must meet all federal regulations of 49 CFR Part 38.
- 3) *Modification of Facilities:* Must meet all federal regulations of Appendix A to 49 CFR Part 37, the ADA Accessibility Guideline (ADAAG).

#### I. PRIVACY ACTS

- 1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- 2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

#### J. SAFE OPERATION OF MOTOR VEHICLES

*Refer to 23 U.S.C. part 402, Executive Order No. 13043, Executive Order No. 13513, and U.S. DOT Order No. 3902.10.*

##### **Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or City of Gainesville.

##### **Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

#### K. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Gainesville requests which would cause City of Gainesville to be in violation of the FTA terms and conditions.

*The following conditional requirements may apply based upon value and/or item/service:*

#### L. TERMINATION - *If this solicitation or contract is valued in excess of \$10,000:*

*Refer to 2 C.F.R. § 200.339 and 2 C.F.R. part 200, Appendix II (B).*

##### **Termination for Convenience (General Provision)**

The City of Gainesville may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City of Gainesville’s best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Gainesville to be paid the Contractor. If the Contractor has any property in its possession belonging to City of Gainesville, the Contractor will account for the same, and dispose of it in the manner City of Gainesville directs.

### **Termination for Default [Breach or Cause] (General Provision)**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Gainesville may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Gainesville that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Gainesville, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

### **Opportunity to Cure (General Provision)**

The City of Gainesville, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to City of Gainesville's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from City of Gainesville setting forth the nature of said breach or default, City of Gainesville shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City of Gainesville from also pursuing all available remedies against Contractor and its sureties for said breach or default.

### **Waiver of Remedies for any Breach**

In the event that City of Gainesville elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by City of Gainesville shall not limit City of Gainesville's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

### **Termination for Default (Supplies and Service)**

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the City of Gainesville may terminate this contract for default. The City of Gainesville shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Gainesville.

- M. **RECYCLED PRODUCTS** - *If this solicitation or contract is for items designated in Subpart B, 40 CFR part 247 by the EPA, and the City of Gainesville procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using federal funds:*

*Refer to 42 U.S.C. § 6962, 40 C.F.R. part 247, and 2 C.F.R. part § 200.322.*

### **Recovered Materials**

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection City of Gainesville (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

- N. **GOVERNMENT WIDE DEBARMENT AND SUSPENSION** - *If this solicitation or contract is valued at \$25,000 or more: Refer to 2 C.F.R. part 180, 2 C.F.R. part 1200, 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I), Executive Order 12549, and Executive Order 12689.*

### Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or City of Gainesville to be:

- 1) Debarred from participation in any federally assisted Award;
- 2) Suspended from participation in any federally assisted Award;
- 3) Proposed for debarment from participation in any federally assisted Award;
- 4) Declared ineligible to participate in any federally assisted Award;
- 5) Voluntarily excluded from participation in any federally assisted Award; or
- 6) Disqualified from participation in any federally assisted Award.

By signing and submitting its proposal, the proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Gainesville. If it is later determined by the City of Gainesville that the proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Gainesville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- O. **LOBBYING RESTRICTIONS** - *If this solicitation or contract is for \$100,000 or more:*  
*Refer to 31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200, Appendix II (J), and 49 C.F.R. part 20.*

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352(b)(5), as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any City of Gainesville, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352(b)(5). Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352(b)(5). Such disclosures are forwarded from tier to tier up to the recipient.

- P. **EMPLOYEE RELATIONS** - *Davis-Bacon Act and the Copeland “Anti-Kickback” Act apply to all prime construction, alteration or repair contracts in excess of \$2,000. The Contract Work Hours and Safety Standards Act apply to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers.*

*Refer to 49 U.S.C. § 5333(a), 40 U.S.C. §§ 3141-3148, 29 C.F.R. part 5, 18 U.S.C. § 874, 29 C.F.R. part 3, 40 U.S.C. §§ 3701-3708, and 29 C.F.R. part 1926.*

### Prevailing Wage and Anti-Kickback

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition,

the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

#### **Contract Work Hours and Safety Standards**

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

#### **Contract Work Hours and Safety Standards for Awards Not Involving Construction**

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job. The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

**PART 9 – SAMPLE CONTRACT****CONTRACT FOR DIGITAL SIGNAGE AND CONTENT MANAGEMENT SOFTWARE**

**THIS CONTRACT** (“Contract”), entered into on the \_\_\_\_ day of \_\_\_\_\_, 2021 between the CITY OF GAINESVILLE, a Florida municipal corporation, (“City”), **insert address** and \_\_\_\_\_, (“Contractor”), **insert address**, taken together, shall be known as “Parties”.

**WHEREAS**, the Parties desire to enter into this Contract for Digital Signage and Content Management Software.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties agree as follows:

**1. EFFECTIVE DATE AND TERM OF CONTRACT.**

The term of the Contract shall commence September 1, 2021 and continue through Contract’s satisfactory completion of the Scope of Services. The Contract will then continue to provide for operating support of the project for four (4) years, contingent upon annual budget approval

**2. MULTI-YEAR CONTRACT.**

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.

**3. SCOPE OF SERVICES.**Project or Product or Service Description:

Digital signage and content management software, as more specifically described in the Specifications.

**4. CONTRACT DOCUMENTS.**

A. The Contract consists of the following documents, whether attached to this Contract or incorporated by reference (collectively the ‘Contract Documents’):

- i. Contract;
- ii. Addenda to Bid Documents (*attach and identify by title, number and date*);
- iii. Bid Documents (*attach and identify by title, number and date*); and
- iv. Contractor’s response to Bid documents (*attach and identify by title, number and date*).

B. The Contract Documents constitute the entire contract between the City and Contractor. In the event of conflict or inconsistency between 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.

## 5. TIME FOR PERFORMANCE

The Parties agree that time is of the essence for the Scope of Services. Contractor shall complete the work on or before [date].

## 6. COMPENSATION/PAYMENT.

City will pay Contractor in an amount not to exceed (\$amount bid if lump sum or budget amount if annual agreement) for the term of the contract. Payment shall be based upon *(describe whether City is paying on an hourly basis, or for a percentage of work completed, amount of material delivered or some other measurement)*.

City shall make payments in accordance with the Local Government Prompt Payment Act, Sections 218.70, et. seq. Florida Statutes.

## 7. INDEMNIFICATION.

Contractor shall indemnify the City, its officials, agents and employees, and hold it harmless from suits, actions, damages, liability, expenses, losses and costs, including, but not limited to reasonable attorney's fees in connection with loss of life, bodily or personal injury, or property damage arising from or occasioned by any act or omission or negligence or intentional wrongdoing on the part of the Contractor and other persons employed or utilized by the Contractor.

[OR]

The Contractor agrees, at its sole cost and expense, to indemnify, hold harmless, and defend the City and its officers, employees, and agents from all liabilities, damages, losses, claims, suits, causes of action, costs, or expenses of any kind or nature, including but not limited to reasonable attorneys' fees, for personal injury, death, property damage, or any other losses that arise from or are in any way connected with the negligence, recklessness, or intentional wrongful conduct of the Contractor and its officers, employees, and agents under the performance of this Contract. In effectuating the above, the Contractor shall at its sole expense assume and defend not only itself but also the City from any such claims, even if the claim is groundless, false, or fraudulent, provided the City retains the right to participate in the defense with its own counsel or counsel of its choosing at the City's own expense for attorneys' fees. This indemnification is not limited in any way by a limitation of the amount or type of damages or compensation payable by or for the Contractor under workers' compensation, disability, or other employee benefit acts, or the acceptance of insurance certificates required by this Contract, or the terms, applicability, or limitations of any insurance held by the Contractor. The City does not waive any rights against the Contractor that it may have by reason of this indemnification because of the City's acceptance of Contractor's insurance policies required by the City, and this indemnification applies to all damages and claims for damages of any kind suffered regardless of whether such insurance policies are determined to be applicable to any such damages or claims for damages. Nothing contained in this Contract may be interpreted as a waiver of the City's sovereign immunity as provided in Section 768.28, Florida Statutes, or as denying the City any remedy or defense available at law.

This section and indemnification will survive and be in full force and effect after any termination or expiration of this Contract.

## 8. INSURANCE.

A. During the term of this Contract, Contractor shall maintain insurance as follows:

Workers' Compensation insurance	providing coverage in compliance with 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
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Automobile Liability insurance	\$500,000 per occurrence combined single limit for bodily injury and property damage
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B. Prior to the effective date of this Contract, Contractor shall provide to City a certificate of insurance certifying such insurance and naming City as additional insured and that City will be notified in writing at least thirty (30) days before any such insurance is canceled or materially changed.

C. Insurance must be written by a company licensed to do business in the State of Florida and satisfactory to City.

## **9. SOVEREIGN IMMUNITY.**

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

## **10. TERMINATION.**

A. If the Contractor fails to observe or perform in accordance with the Contract Document (a "Default"), then the City, after providing at least ten (10) days written notice to the Contractor of the Default and the City's intent to terminate if such Default continues unremedied during the ten (10) day period, may terminate this Contract without prejudice to any other rights or remedies the City may have under this Contract and Florida law.

B. This Contract may be terminated by the City, without cause, upon thirty (30) days written notice to the Contractor. In the event this Contract is so terminated, the Contractor shall be compensated for services rendered through the effective date of the termination.

## **11. INDEPENDENT CONTRACTOR.**

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 for the full performance of the Contract Documents.

## **12. INTELLECTUAL PROPERTY AND WORK PRODUCT.**

A. Ownership and Publication of Materials. All reports, information, data, and other materials prepared by the Contractor pursuant to the Contract Documents, except those separately identified in the Scope of Services or in other written agreements between the Parties, are owned by the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information contained therein and relating thereto. No material produced in whole or in part under the Contract Documents may be copyrighted or patented in the United States or in any other country without prior written approval of the City.

B. Intellectual Property. Contractor warrants that it owns or has rights to use all intellectual property used for the scope of each project, including patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the City [or process or product is an infringement of a patent, copyright or other intellectual property, the Contractor shall promptly give City [and Professional if applicable] written notice of the infringement.

**13. RECORDS AND RIGHT-TO-AUDIT.**

Contractor shall maintain records sufficient to document completion of the scope of services established by the Contract Documents. 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 termination of the Contract. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims.

**14. CONTRACTOR'S ASSURANCES.**

Contractor warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the Invitation to Bid and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or services supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the Invitation to Bid, the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice [and an opportunity to cure if applicable] to the Contractor, and reduce commensurately any amount of money due the Contractor.

**15. WARRANTY.**

[list specific warranties, if applicable]

**16. PUBLIC RECORDS.**

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 AT (telephone number, e-mail address, and mailing address).**

<http://www.cityofgainesville.org/ClerkOfTheCommission/PublicRecordsRequests/RequestingPublicRecord.aspx>

**17. DISPUTE RESOLUTION**

Except as otherwise provided in this Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the City Manager or designee, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause each party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The City Manager or designee shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract and the findings and conclusions shall be final and binding on both parties. Pending the final decisions of a dispute hereunder, Contractor shall proceed diligently with its performance of the Contract in accordance with the preliminary directions of the City Manager or designee.

**18. ATTORNEY'S FEES AND COSTS.**

The prevailing party to any litigation filed in state or federal court, shall be entitled to attorney's fees and costs, including any attorney's fees and costs incurred on appeal.

**19. FORCE MAJEURE** (not needed if paragraph 5 is blank)

If the performance of the Contract is delayed by fire, lightning, earthquake, cyclone, or other such cause completely beyond the control of either the City or the Contractor, then the time for completion of the Contract shall be extended for a period equivalent to the time lost by reason of any of the aforesaid causes.

[OR]

**19. PARAGRAPH INTENTIONALLY OMITTED****20. APPLICABLE LAW AND VENUE.**

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any Florida conflict of law provision to the contrary. In the event of any legal action under this Contract, venue shall be in Alachua County, Florida.

**21. DEFAULT AND REMEDIES.**

The non-breaching party shall have available all remedies at law.

**22. NOTICES.**

Any notices from either party to the other party must be in writing and sent by certified mail, return requested, overnight courier service or delivered in person with receipt to the following:

CITY:  
City of Gainesville  
**Insert Department Name**  
Attn:  
**Insert Address**

CONTRACTOR:  
**Insert Contractor's Information**

**23. SEVERABILITY.**

If any provision of this Contract is declared void by a court of law, all other provisions will remain in full force and effect.

**24. INTEGRATION/MERGER.**

This Contract, together with the attached bid documents, contains the entire contract and understanding of the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings, whether oral or written, regarding such matters. The Parties acknowledge that they have not relied on any promise, inducement, representation, or other statement made in connection with this agreement that is not expressly contained in this Contract. The terms of this Contract are contractual and not merely recital.

**25. MODIFICATION AND WAIVER.**

The provisions of this Contract may only be modified or waived in writing signed by all the Parties. No course of dealing shall be deemed a waiver of rights or a modification of this Contract. The failure of any party to exercise any right in this contract shall not be considered a waiver of such right. No waiver of a provision of the Contract shall apply to any other portion of the Contract. A waiver on one occasion shall not be deemed to be a waiver on other occasions.

**26. CAPTIONS AND SECTION HEADINGS.**

Captions and section headings used herein are for convenience only and shall not be used in construing this Contract.

**27. ASSIGNMENT OF INTEREST.**

Neither party will assign or transfer any interest in the Contract without prior written consent of the other party.

**28. SUCCESSORS AND ASSIGNS.**

The Parties each bind the other and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Contract.

**29. THIRD PARTY BENEFICIARIES.**

This Contract does not create any relationship with, or any rights in favor of, any third party.

**30. CONSTRUCTION.**

This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Contract.

**31. COUNTERPARTS.**

This Contract may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

**32. EXHIBITS.**

All exhibits attached to this Contract are incorporated into and made part of this Contract by reference.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement, or caused to be executed by their duly authorized officials, on the day and year first written above.

**NAME OF COMPANY:**

**CITY OF GAINESVILLE:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
City Attorney

## PART 10 – EXHIBITS

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The following documents/forms are included in this section:

- Drug-Free Workplace Form
- Bidder Verification Form
- Reference Form
- Certification Regarding Lobbying
- Disclosure of Lobbying Activities (with instructions)
- Contractor Responsibility Certification
- Subcontractor/Subconsultant List and Bidder Status
- Davis Bacon Wage Determination for Florida
- Butler Plaza and Rosa Parks Transfer Station Install Location Pictures

**DRUG-FREE WORKPLACE FORM**

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

Frontier Vision Technologies, Inc., dba Evogence

does:

(Name of Bidder)

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 bidder complies fully with the above requirements.

*Thomas L Jacob*

Bidder's Signature

April 28, 2021

Date

***In the event of a tie bid, bidders with a Drug Free Workplace Program will be given preference. To be considered for the preference, this document must be completed and uploaded to DemandStar.com with your Submittal.***

**BIDDER VERIFICATION FORM****QUALIFIED SMALL BUSINESS AND/OR SERVICE DISABLED VETERAN BUSINESS STATUS** (Check one)

Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Small Business? ☐ YES ☒ NO

Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Service-Disabled Veteran Business? ☒ YES ☐ NO

**REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA**

Is Bidder registered with Florida Department of State's, Division of Corporations, to do business in the State of Florida?

☒ YES ☐ NO (refer to Part 1, 1.6, last paragraph)

If the answer is "YES", provide a copy of SunBiz registration or SunBiz Document Number (# F20000005506)

If the answer is "NO", please state reason why: \_\_\_\_\_

**DIVERSITY AND INCLUSION** (Applies to solicitations above \$50,000)

Does your company have a policy on diversity and inclusion? YES ☒ NO

If yes, please attach a copy of the policy to your submittal.

*Note: Possessing a diversity and inclusion policy will have no effect on the City's consideration of your submittal, but is simply being requested for information gathering purposes.*

Frontier Vision Technologies, Inc., dba Evogence

Bidder's Name

Thomas L Jacob, VP of Sales

Printed Name/Title of Authorized Representative

Thomas L Jacob

Signature of Authorized Representative

April 28, 2021

Date

**REFERENCE FORM**

**Name of Bidder:** Frontier Vision Technologies, Inc., dba Evogence

Provide information for three references of similar scope performed within the past three years. You may include photos or other pertinent information.

**#1** Year(s) services provided (i.e. 1/2015 to 12/2018): 11/2015 to Ongoing

Company Name: Nestle, Inc.  
 Address: 403 W. 73rd Street  
 City, State Zip: Anderson, IN 46013  
 Contact Name: Nick LeMay  
 Phone Number: 765-778-6165 Fax Number: \_\_\_\_\_  
 Email Address (if available): nick.lemay@us.nestle.com

**#2** Year(s) services provided (i.e. 1/2015 to 12/2018): 8/2017 to Ongoing

Company Name: PGA Tour  
 Address: 112 PGA Tour Blvd  
 City, State Zip: Ponte Vedra Beach, FL 32082  
 Contact Name: Vic Aliprondo  
 Phone Number: 904-273-3299 Fax Number: \_\_\_\_\_  
 Email Address (if available): vicaliprondo@pgatourhq.com

**#3** Year(s) services provided (i.e. 1/2015 to 12/2018): 2/2015 to Ongoing

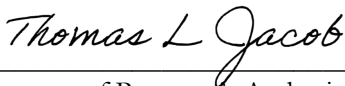
Company Name: Bluegrass Cellular  
 Address: 2902 Ring Road  
 City, State Zip: Elizabethtown, KY 42701  
 Contact Name: Jason Raymer  
 Phone Number: 270-765-6361 ext. 5006 Fax Number: \_\_\_\_\_  
 Email Address (if available): jraymer@bluegrasscellular.com

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



\_\_\_\_\_  
Signature of Proposer's Authorized Official

Thomas L Jacob

\_\_\_\_\_  
Name of Proposer's Authorized Official

VP of Sales

\_\_\_\_\_  
Title of Proposer's Authorized Official

April 21, 2021

\_\_\_\_\_  
Date

***This page must be completed and uploaded to DemandStar.com with your Submittal.***

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

(Refer to instructions on the next page)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> Year _____ quarter _____  date of last report _____
<b>4. Name and Address of Reporting Entity:</b> Prime Subawardee Tier _____, if known :  Congressional District, if known: 4c		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known :</b>	<b>9. Award Amount, if known :</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> ( if individual, last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a ) ( last name, first name, MI ):	
<b>11</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form L.L.L. (Rev. 7-97)

*This page must be completed and uploaded to DemandStar.com with submittal. If not applicable, write "Not Applicable" and provide signature next to it.*

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

# CONTRACTOR RESPONSIBILITY CERTIFICATION

The proposer is required to certify compliance with the following contractor responsibility standards by checking appropriate boxes. For purposes hereof, all relevant time periods are calculated from the date this Certification is executed.

	YES	NO
1. Has the firm been suspended and/or debarred by any federal, state or local government agency or authority in the past three years?		X
2. Has any officer, director, or principal of the firm been convicted of a felony relating to your business industry?		X
3. Has the firm defaulted on any project in the past three (3) years?		X
4. Has the firm had any type of business, contracting or trade license revoked or suspended for cause by any government agency or authority in the past three (3) years?		X
5. Has the firm been found in violation of any other law relating to its business, including, but not limited to antitrust laws, licensing laws, tax laws, wage or hour laws, environmental or safety laws, by a final unappealed decision of a court or government agency in the past three (3) years, where the result of such adjudicated violation was a payment of a fine, damages or penalty in excess of \$1,000?		X
6. Has the firm been the subject of voluntary or involuntary bankruptcy proceedings at any time in the past three (3) years?		X
7. Has the firm successfully provided similar products or performed similar services in the past three (3) years with a satisfactory record of timely deliveries or on-time performance?	X	
8. Does the firm currently possess all applicable business, contractor and/or trade licenses or other appropriate licenses or certifications required by applicable state or local laws to engage in the sale of products or services?	X	
9. Does the firm have all the necessary experience, technical qualifications and resources, including but not limited to equipment, facilities, personnel and financial resources, to successfully provide the referenced product(s) or perform the referenced service(s), or will obtain same through the use of qualified, responsible subcontractors?	X	
10. Does the firm meet all insurance requirements per applicable law or bid specifications including general liability insurance, workers' compensation insurance, and automobile liability insurance?	X	
11. Firm acknowledges that it must provide appropriate documentation to support this Contractor Responsibility Certification if so requested by the City of Gainesville. The firm also understands that the City of Gainesville may request additional information or documents to evaluate the responsibility of firm. Firm agrees to provide such additional information or supporting documentation for this Certification.	X	

Under the penalty of perjury, the Proposer's authorized representative hereby certifies that all information included in the Contractor Responsibility Certification or otherwise submitted for purposes of determining the Proposer's status as a responsible contractor is true, complete and accurate and that he/she has knowledge and authority to verify the information in this certification or otherwise submitted on behalf of the Proposer by his or her signature below.

Proposer Name: Frontier Vision Technologies, Inc., dba Evogence

Name/Title of person completing this form: Thomas L Jacob, VP of Sales

Signature: Thomas L Jacob

Date: April 28, 2021

***This page must be completed and uploaded to DemandStar.com with your Submittal.***

# SUBCONTRACTOR/SUBCONSULTANT LIST and BIDDER STATUS

The Proposer shall provide information on ALL prospective subcontractor(s)/subconsultant(s) who submit bids/quotations in support of this solicitation. Use additional sheets as necessary.

IDENTIFY EVERY SUBCONTRACTOR(S)/ SUBCONSULTANT(S)	SCOPE OF WORK TO BE PERFORMED	CERTIFIED D/M/WBE FIRM? (Check all that apply)	PERVIOUS YEAR'S ANNUAL GROSS RECEIPT'S	UTILIZING ON THIS PROJECT
NAME: <u>Smart NY Solutions, Inc.</u> ADDRESS: <u>The Chrysler Bldg</u> <u>405 Lexington Ave NY, NY 10174</u> PHONE: <u>888-476-2780 ext 700</u> FAX: _____ CONTACT PERSON: <u>Joan Brothers, President</u>	SCOPE OF WORK: <u>Content Integration and</u> <u>Strategy Services</u> <u>Infrastructure</u> AGE OF FIRM: <u>1 year</u>	YES _____ NO: _____ IF YES, DBE _____ OR MBE _____ OR WBE <u>X</u>	<u>X</u> Less than \$500K _____ \$500K-\$2 mil _____ \$2 mil - \$5 mil _____ more than \$5 mil.	<div style="border: 1px solid black; padding: 2px; display: inline-block;">YES</div> or NO
NAME: <u>Advanced Electrical Solutions</u> ADDRESS: <u>4051 SW 47th Ave Ste 101</u> <u>Davie, FL 33314</u> PHONE: <u>954-444-8035</u> FAX: _____ CONTACT PERSON: <u>Bobby Warburton</u>	SCOPE OF WORK: <u>Installation, including electrical</u> <u>Infrastructure</u> AGE OF FIRM: <u>25 years</u>	YES <u>X</u> NO _____ IF YES, DBE _____ OR MBE <u>X</u> OR WBE _____	_____ Less than \$500K _____ \$500K-\$2 mil <u>X</u> \$2 mil - \$5 mil _____ more than \$5 mil.	YES or NO
NAME: <u>i2 Visual, Inc.</u> ADDRESS: <u>5760 Zip Drive</u> <u>Ft Myers, FL 33905</u> PHONE: <u>239-687-3223 ext 700</u> FAX: _____ CONTACT PERSON: <u>John Hose, President</u>	SCOPE OF WORK: <u>Installation, including electrical</u> <u>Infrastructure</u> AGE OF FIRM: _____	YES _____ NO _____ IF YES, DBE _____ OR MBE _____ OR WBE _____  Veteran Owned X	_____ Less than \$500K _____ \$500K-\$2 mil <u>X</u> \$2 mil - \$5 mil _____ more than \$5 mil.	YES or NO

Check here if use of subcontractor(s)/subconsultant(s) is/are not applicable for this project: ☐

Name of Proposer: \_\_\_\_\_

Name/Title of person completing this form: \_\_\_\_\_

Is Proposer a DBE? ☐ Yes ☐ No      If No, is Proposer a M/WBE? ☐ Yes ☐ No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*This page must be completed and uploaded to DemandStar.com with your Submittal.*

**Davis Bacon Wage Determination for Florida**

"General Decision Number: FL20210194 01/22/2021

Superseded General Decision Number: FL20200194

State: Florida

Construction Type: Building

County: Alachua County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available

at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021
1	01/22/2021

ASBE0013-001 09/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 24.50	11.75

-----  
\* ELEV0049-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 43.31	35.825

FOOTNOTE:

A. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

-----  
ENGI0487-021 07/01/2016

	Rates	Fringes
OPERATOR: Crane All Cranes 160 Ton		

Capacity and Over.....	\$ 33.05	9.20
All Cranes Over 15 Ton		
Capacity.....	\$ 32.05	9.20
OPERATOR: Forklift.....	\$ 23.25	9.20
OPERATOR: Mechanic.....	\$ 32.05	9.20
OPERATOR: Oiler.....	\$ 23.50	9.20

-----

IRON0402-001 01/01/2019

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 23.69	12.70

-----

IRON0597-006 04/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 26.50	10.73

-----

PLUM0234-006 09/01/2020

	Rates	Fringes
PLUMBER.....	\$ 31.09	15.85

-----

PLUM0234-011 09/01/2020

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation).....	\$ 31.09	15.85

-----

SUFL2014-001 08/16/2016

	Rates	Fringes
CARPENTER, Includes Form Work.....	\$ 15.08	0.00

CEMENT MASON/CONCRETE FINISHER...\$ 14.47	1.74
ELECTRICIAN, Includes Low Voltage Wiring.....\$ 17.35	1.98
IRONWORKER, REINFORCING.....\$ 22.81	11.58
LABORER: Common or General, Including Cement Mason Tending...\$ 11.38	0.63
LABORER: Pipelayer.....\$ 12.49	1.07
OPERATOR: Backhoe/Excavator/Trackhoe.....\$ 14.44	1.40
OPERATOR: Bulldozer.....\$ 15.40	1.90
OPERATOR: Grader/Blade.....\$ 18.97	0.00
OPERATOR: Loader.....\$ 14.83	1.84
OPERATOR: Roller.....\$ 14.43	4.78
PAINTER: Brush, Roller and Spray.....\$ 15.62	2.05
ROOFER.....\$ 16.99	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation.....\$ 20.09	0.30
SPRINKLER FITTER (Fire Sprinklers).....\$ 17.87	5.00
TILE SETTER.....\$ 18.01	0.00
TRUCK DRIVER: Dump Truck.....\$ 13.22	2.12

TRUCK DRIVER: Lowboy Truck.....\$ 14.24 0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which

these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter

\* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

## Butler Plaza Display Install



## Butler Plaza Display Install Aerial



**Butler Plaza Sign Locations**



## Rosa Parks Display Install

Option 1 : Kiosk to be installed at center of transfer station.

Option 2 : Kiosk be installed at north end of station.

Option 3 : Kiosk be installed in front of customer service window.



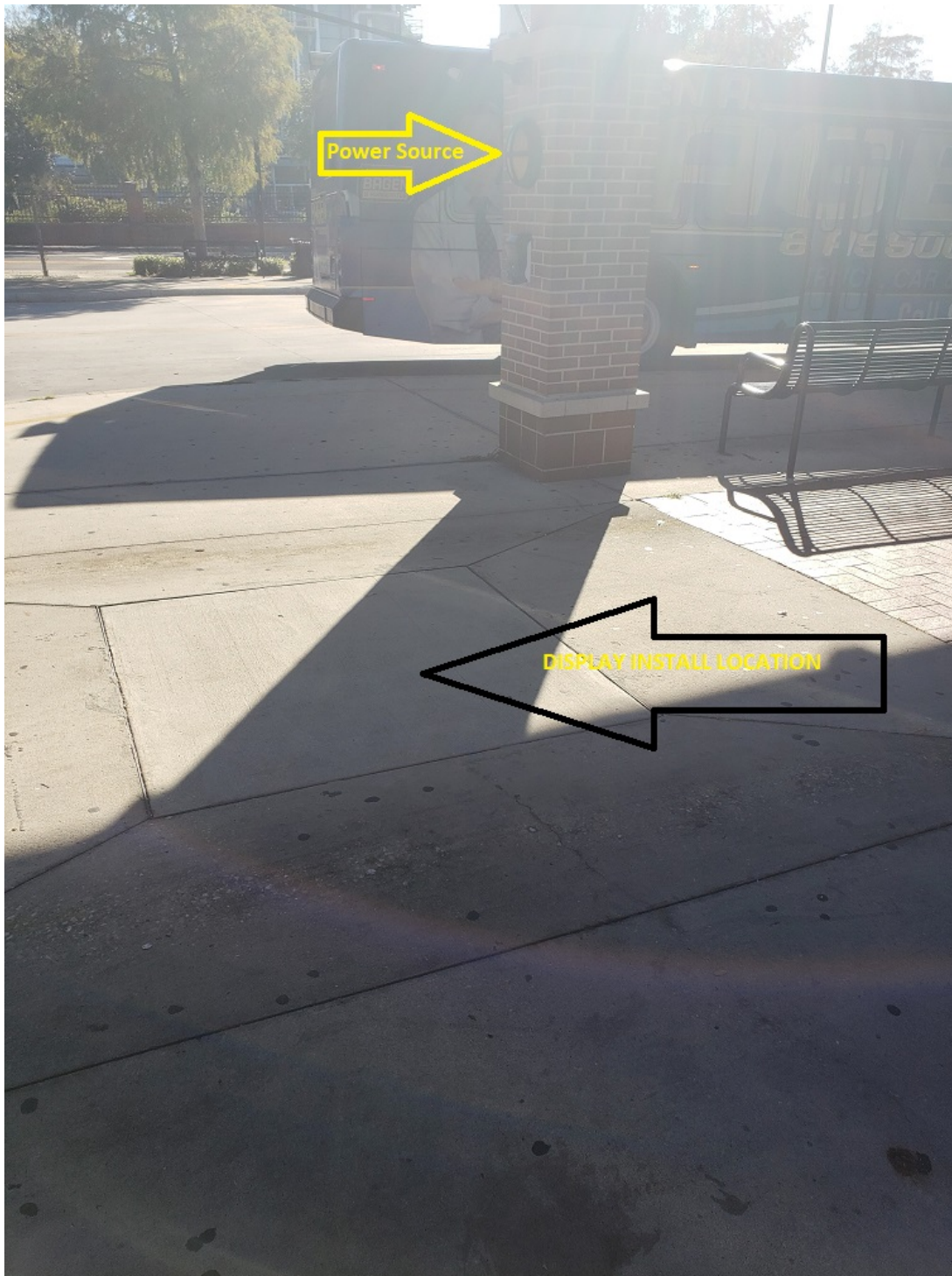
## Rosa Parks – Display Locations

### Location 1



Location 2





## Rosa Parks – Breaker Box Locations

### Breaker Box 1



### Breaker Box 2





Rosa Parks – Bricks Locations

Bricks 1





**PART 11 – NO BID SURVEY****GENERAL GOVERNMENT  
PROCUREMENT DIVISION SURVEY  
BID INFORMATION**RFP #: **RTSX-210030-DS**DUE DATE: **April 29, 2021 @ 3:00 p.m.**PROPOSAL TITLE: **Digital Signage and Content Management Software****IF YOU DO NOT BID**

Please check the appropriate or explain:

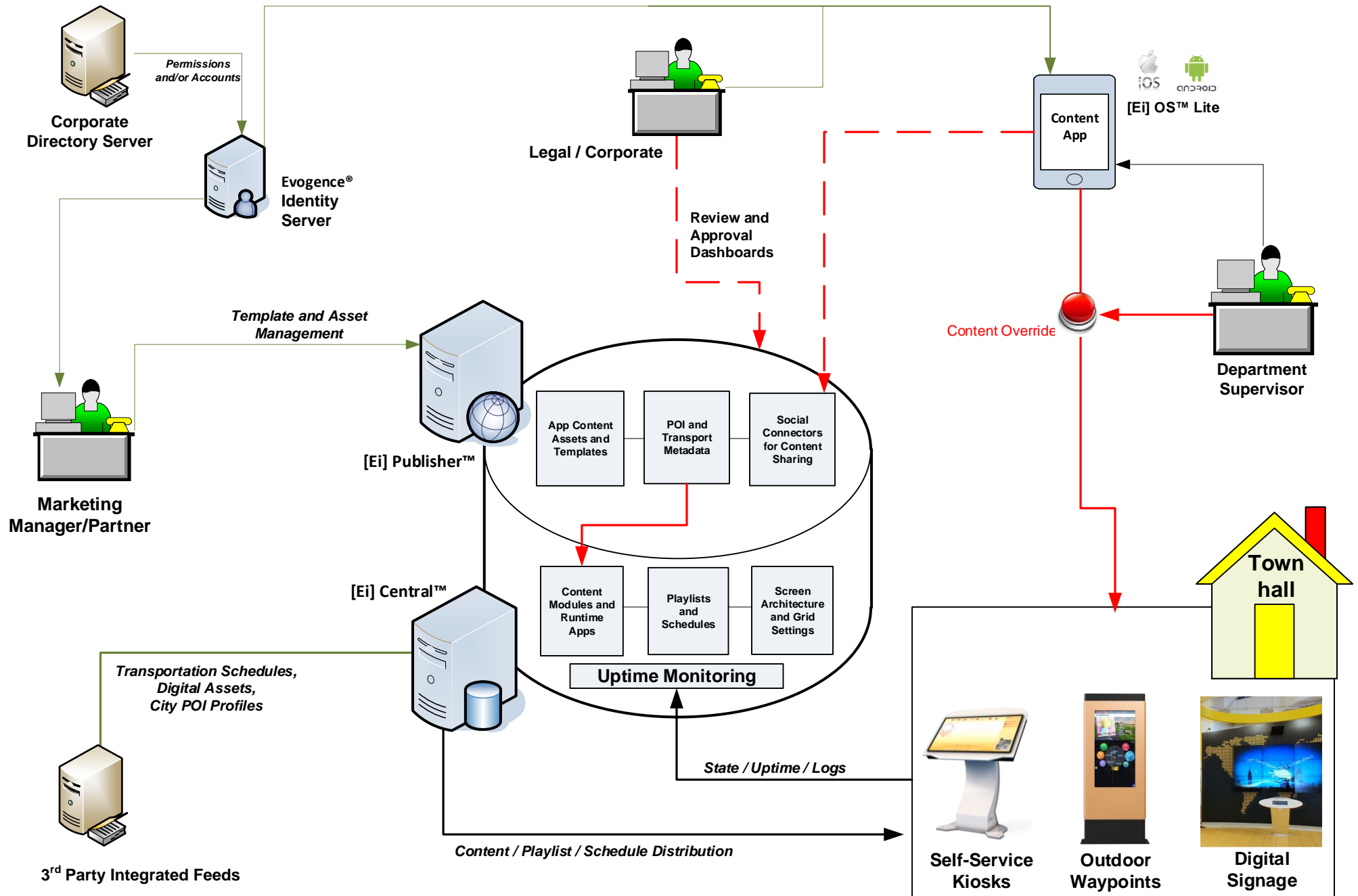
- \_\_\_\_\_ 1. Not enough bid response time.
- \_\_\_\_\_ 2. Specifications not clear.
- \_\_\_\_\_ 3. Do not submit bids to Municipalities.
- \_\_\_\_\_ 4. Current work load does not permit time to bid.
- \_\_\_\_\_ 5. Delay in payment from Governmental agencies.
- \_\_\_\_\_ 6. Do not handle this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

Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_

Are you a small business? ☐ YES ☐ NOAre you a service-disabled veteran business? ☐ YES ☐ NO*If you choose to not bid, complete this form, and either upload it into DemandStar.com or email to the procurement specialist.*

# [Ei] Grid Centralized Infrastructure Management for Smart Cities



# [Ei] Grid Ecosystem

## Platform Components

### Solutions

E-Commerce  
POS and Payment Integration  
[Ei] Metrix™  
CRM  
ERP  
Customer Loyalty  
Employee Performance  
Queue and Appointment Management

Sales and Operations Integration

Product Wizards And Endless Aisle

Surveys, Registrations and Sign-Ups

Photo Booth and Brand Games

Wayfinding and Directories

Contests and Sweepstakes

Performance Dashboards and Training

Recognition and Donor Walls

Calendars

Menu Boards

Bill Payments

Story and History Walls

Self-Service Applications

Interactive Apps

**Enterprise Management:** [Ei] Central™ and [Ei] Publisher™

**IoT Gadgets:** Sensors, Controllers, Cameras, BLE and ID Scanners

**[Ei] Nodes™:** Hardware Media Appliance and Kiosk Platform

**Integrated Communications Platform: [Ei] OS™**  
Broadcast / Interactive / Advanced / Mobile / Embedded Editions

# [Ei] Grid Ecosystem

## Platform Components

### Solutions

E-Commerce  
POS and Payment Integration  
[Ei] Metrix<sup>TM</sup>  
CRM  
Customer Loyalty  
Employee Mobility  
Queue and Appointment Management

Sales and Operations Integration

Product Wizards  
And  
Endless Aisle

Surveys,  
Registrations  
and  
Sign-Ups

Photo Booth and  
Brand Games

Wayfinding and  
Directories

Contests and  
Sweepstakes

Recognition and  
Donor Walls

Calendars

Menu Boards

Bill Payments

Story and History  
Walls

Interactive Apps

**Enterprise Management:** [Ei] Central<sup>TM</sup> and [Ei] Publisher<sup>TM</sup>

**IoT Gadgets:** Sensors, Controllers, Cameras, BLE and ID Scanners

**[Ei] Nodes<sup>TM</sup>:** Hardware Media Appliance Platform

**Integrated Communications Platform: [Ei] OS<sup>TM</sup>**  
Broadcast / Interactive / Advanced / Mobile / Embedded Editions



# Digital Experience Preliminary Concepts

Tom Jacob, VP of Sales  
2049 Silas Deane Hwy.  
Rocky Hill, CT 06067  
860.953.0240 x 112  
tjacob@evogence.com  
www.evogence.com

# Butler Plaza: Wall Mount Placement

#210009E  
**evoGence™**  
intelligence . environments . experience

**55" Panel**



All concepts are preliminary and provided solely for vision and placement illustration. Final designs will be developed upon environment review and with customer's participation.

# Butler Plaza: Wall Mount Placement

65" Panel

## Recommended Approach



# Butler Plaza: Beam Mount Placement

#210009E  
**evoGence™**  
intelligence . environments . experience

**55" Panel**



All concepts are preliminary and provided solely for vision and placement illustration. Final designs will be developed upon environment review and with customer's participation.

#210009E  
evoGence<sup>SM</sup>  
intelligence . environments . experience

5.5'

All concepts are preliminary and provided solely for vision and placement illustration. Final designs will be developed upon environment review and with customer's participation.

# Rosa Parks Station

#210009E  
**evoGence™**  
intelligence . environments . experience

## Concept 1

Available in 65" and 70" Version



All concepts are preliminary and provided solely for vision and placement illustration. Final designs will be developed upon environment review and with customer's participation.

# Rosa Parks Station

## Concept 2

Available in 55" and 65" Version



# Rosa Parks Station

## Concept 3

Available in dual 43" and 55" Version



# Rosa Parks Station

## Concept 4

Available in 55" and 65" Version



# Rosa Parks Station

## Concept 5

Available in 65" and 75" Version



# Rosa Parks Station

#210009E  
**evoGence™**  
intelligence . environments . experience

## Concept 6

Available in 55" and 65" Version



All concepts are preliminary and provided solely for vision and placement illustration. Final designs will be developed upon environment review and with customer's participation.

# Rosa Parks Station

#210009E  
**evoGence™**  
intelligence . environments . experience

## Concept 7

Available in 55" Version



All concepts are preliminary and provided solely for vision and placement illustration. Final designs will be developed upon environment review and with customer's participation.



## Department of State

I certify the attached is a true and correct copy of the application by FRONTIER VISION TECHNOLOGIES, INC., a Connecticut corporation, authorized to transact business within the State of Florida on December 9, 2020 as shown by the records of this office.

The document number of this corporation is F20000005506.



Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Ninth day of December, 2020

A handwritten signature in black ink, appearing to read "Laurel M. Lee".

Laurel M. Lee

Secretary of State

## Cover Sheet

### RFP #RTSX-210006-DS Digital Signage and Content Management Software

#### City of Gainesville Procurement Division

200 East University Avenue, Rm 339  
Gainesville, FL 32601  
352-334-5021

#### Daphyne Sesco

Procurement Specialist 3  
[sescoda@cityofgainesville.org](mailto:sescoda@cityofgainesville.org)

**RFP Closing Date: April 29, 2021**

#### Proponent:

#### Frontier Vision Technologies., Inc. dba Evogence

2049 Silas Deane Highway  
Rocky Hill, CT 06067  
USA

Phone: 860-953-0240  
Fax: 860-953-0247

Cage Code: 8LN78  
DUNS: 938877529  
TIN: 06-1459268

#### Thomas L Jacob

VP of Sales  
860-953-0240 ext. 112  
[tjacob@evogence.com](mailto:tjacob@evogence.com)

#### Statement of Qualifications

For over 20 years, Evogence has been a leader in experiential technology. The Evogence vision is to enhance every public space with a set of products and solutions that combine the best of artificial intelligence and technology with the best of artistic design within the tactile world. This fusion of left and right brain is at the core of our identity: it is reflected in our diverse team of experts, our creative and analytical approach to problem solving, and in the elegance of the [Ei] platform.

As the manufacturer of our [Ei] Platform, Evogence is in the unique position to deliver the perfect solution to the City of Gainesville in both locations identified in the RFP, as well as to maintain and service the units, and do so at a very favorable price point. Our track record of success and longevity assures that our solutions for Gainesville will be deployed in a timely fashion, function as represented and provide a dynamic experience to visitors for years to come.

## Table of Contents

### RFP #RTSX-210006-DS Digital Signage and Content Management Software

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2. Qualifications
  - Centralized Management Diagram – Smart Cities 2020
  - City of Gainesville Kiosk Preliminary Deployment Timelines and Milestones
  - Ei Grid Platform Components
  - Ei Grid Ecosystem
  - Evogence – City of Gainesville Preliminary Showcase Concepts
  - Evogence Company Overview
  - Evogence – State of Florida Authorization
  - Smart City Outdoor Solutions and Apps
3. Pricing Proposal
4. Drug-Free Workplace Form (embedded in Doc titled RFP #RTSX-210006-DS DS and CMS Evogence\_v2 - p. 40)
5. Bidder Verification Form (embedded in Doc titled RFP #RTSX-210006-DS DS and CMS Evogence\_v2 - p. 37)
6. References Form (embedded in Doc titled RFP #RTSX-210006-DS DS and CMS Evogence\_v2 - p. 42)
7. Frontier Vision Technologies, Inc. dba Evogence W-9
8. Exceptions to the RFP (refer to Part 4, 4.5 Exception to the RFP) Not Applicable / No Exceptions
9. Investigation of Alleged Wrongdoings, Litigation/Settlements/Fines/Penalties – Not Applicable / There are none
10. Federal Transit Administration forms (embedded in Doc titled RFP #RTSX-210006-DS DS and CMS Evogence\_v2)
11. Certification regarding Lobbying (embedded in Doc titled RFP #RTSX-210006-DS DS and CMS Evogence\_v2 - p. 43)
12. Disclosure of Lobbying Activities – Not Applicable – Not Included
13. Contractor Responsibility Certification (embedded in Doc titled RFP #RTSX-210006-DS DS and CMS Evogence\_v2 - p. 46)
14. Subcontractor / Subconsultant List (embedded in Doc titled RFP #RTSX-210006-DS DS and CMS Evogence\_v2 - p. 47)

Frontier Vision Technologies., Inc. dba Evogence  
2049 Silas Deane Highway  
Rocky Hill, CT 06067 USA  
Phone: 860-953-0240  
Fax: 860-953-0247

## Company Overview

For over 20 years, Evogence has been a leader in experiential technology. The Evogence vision is to enhance every public space with a set of products and solutions that combine the best of artificial intelligence and technology with the best of artistic design within the tactile world. This fusion of left and right brain is at the core of our identity: it is reflected in our diverse team of experts, our creative and analytical approach to problem solving, and in the elegance of the [Ei] platform.

Evogence has been empowering business intelligence and spatial design for major brands since 1992, when founder Tim Ruban pioneered some of the world's earliest "smart" public environments. The evolution of the company through two market crashes demonstrates both our commitment to adaptation and our competitive position in the IoT and experiential design space for years to come.

## Key Personnel

### Tim Ruban Founder and President

Evogence CEO and founder Tim Ruban has been on the leading-edge of intelligent business computing for nearly two decades. With expertise in decision support systems, real-time content automation and marketing intelligence, Ruban brings a blend of hands-on innovation and executive leadership to Evogence.

### Dmitry Klebanov Chief Operating Officer

With over 25 years of extensive operations and logistics management experience, Dmitry joined Evogence in 2004, being charged with management of product delivery and deployment internal organization. A graduate from Russian Naval Engineering Academy, Dmitry honed his leadership skills at the Academy of General Staff and while serving over 10 years in the Russian Navy, rising to Captain 2<sup>nd</sup> Rank of a nuclear ballistic submarine before his relocation to the United States in late 2003. His operations experience also includes a successfully led investor-driven project to build a commercial plastic film production facility and international sourcing and manufacturing in countries of Eastern Europe and the Far East.

Frontier Vision Technologies., Inc. dba Evogence  
2049 Silas Deane Highway  
Rocky Hill, CT 06067 USA  
Phone: 860-953-0240  
Fax: 860-953-0247

## Evgheny Khodischenko

### Vice President of Software Engineering

Evgheny Khodischenko has been with the company since 2006, leading development strategy and day to day production of company's innovative [Ei] platform. Since joining Evogence, Evgheny has been engaged as an architect and engineer with the number of [Ei] ecosystem products, working closely with individual product managers and their teams, to ensure balanced strategic development of every component of the platform. Evgheny holds Masters Degree in 1998 from Kyiv University of Civil Aviation.

## V. Alex Tsyfanski

### Vice President of Engineering

Dr. Tsyfanskiy joined Evogence in 1999 and has led since all of the engineering development and design projects. He frequently conducts consulting, project management, process and workflow design, customer guidance and technical documentation oversight – ultimately being involved in all of the R&D product evolution activities. Dr. Tsyfanskiy earned his Masters at the prestigious Moscow Institute of Physics and Technology, continuing on to get his PH.D at UCLA.

## Thomas Jacob

### Vice President of Sales

Tom brings over 3 decades of direct Business to Business Sales experience and Sales Operations Leadership excellence to the Evogence Team. Early in his career as a Certified Radio Marketing Consultant, Tom strategically guided the Advertising and Marketing efforts of small and medium-sized businesses throughout New England. Later, as a Sales Operations Director for Fortune 500 Telecommunications companies, Tom was the driving force behind building comprehensive sales training, standardizing sales processes and procedures and driving record revenues through multiple sales channels. At Evogence, Tom leverages his extensive business acumen to help businesses of all sizes across multiple verticals, utilize the [Ei] Platform to more effectively communicate with their customers, visitors, employees and others while streamlining operations, cutting expenses and increasing revenues.



# Request for Taxpayer Identification Number and Certification

#210009E

**Give Form to the  
requester. Do not  
send to the IRS.**

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Frontier Vision Technologies Inc

2 Business name/disregarded entity name, if different from above

EVOGENCE

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2080 Silas Deane HWY

6 City, state, and ZIP code

Rocky Hill, CT 06067

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

0 6 - 1 4 5 9 2 6 8

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*[Signature]* President

Date ►

05/14/2020

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**CITY OF GAINSVILLE, FL SOLICITATION NO.: FL RTSX-210006-DS 04/23/2021**

Part #	Description	Qty	Price	Subtotal
Digital Directory Wallmount Kiosk with Select Upgrade Options				
XP65W1	<b>XPane Air 65 Multipurpose Wallmount Panel</b> <ul style="list-style-type: none"><li>- Metal Wall-Mount Kiosk Enclosure (Silver or Black), Integrated Speakers</li><li>- 65” High Brightness 2500 NIT Screen; Embedded [Ei] Node Media Appliance.</li><li>- I5 Processor; 16Gb RAM; 250Gb SSD; WiFi; Ethernet; [Ei] Switch Remote Power Manager</li><li>- 4G / LTE Communication Module with Integrated Firewall Router (Data plan not included)</li><li>- [Ei]OS 4.X Advanced Edition, Control Panel Management App.</li><li>- 3 Year Warranty (Depot Shipping; Parts and Labor)</li><li>- <b>Experience Widget Pack:</b><ul style="list-style-type: none"><li>o Date and Time; Weather</li></ul></li><li>- <b>Smart City Broadcast Experience App Pack (Choice of any 5 from catalog):</b><ul style="list-style-type: none"><li>o Dashboards; Calendar; RSS Feed; Universal Content Player; QR Code Mobile Hand-off.</li></ul></li></ul>	2	\$5,790	\$11,580
Digital Directory Floor Standing Kiosk with Select Upgrade Options				
XPAIR55-2X	<b>XPane Air 55 Rugged Dual Sided Floor Standing Multipurpose Kiosk</b> <ul style="list-style-type: none"><li>- Metal Kiosk Enclosure (Silver or Black) with Floor Standing Pedestal and Integrated Cooling</li><li>- 2 x 55” High Brightness 2500 NIT Screen; Embedded [Ei] Node Media Appliance.</li><li>- I7 Processor; 16Gb RAM; 250Gb SSD; WiFi; Ethernet; Integrated Gigabit Network Switch</li><li>- Integrated Speakers; [Ei] Switch Remote Power Manager and Uptime Watchdog;</li><li>- 4G / LTE Communication Module with Integrated Firewall Router (Data plan not included)</li><li>- [Ei]OS 4.X Advanced Edition, Control Panel Management App.</li><li>- 3 Year Warranty (Depot Shipping; Parts and Labor)</li><li>- <b>Experience Widget Pack:</b><ul style="list-style-type: none"><li>o Date and Time; Weather</li></ul></li><li>- <b>Smart City Broadcast Experience App Pack (Choice of any 5 from catalog):</b><ul style="list-style-type: none"><li>o Dashboards; Calendar; RSS Feed; Universal Content Player; QR Code Mobile Hand-off.</li></ul></li></ul>	1	\$16,950	\$16,950
Installation and Configuration				
<b>On-Site Delivery, Installation and Setup (customer responsible for electric service; data), including</b> <ul style="list-style-type: none"><li>- Ongoing On-site and Remote Project Management and Coordination;</li><li>- Permitting, Construction, Cable Runs for complete on-site installation of kiosks at requested locations</li><li>- Unpacking, assembly and setup of each individual Waypoint, including mounting or ground attachment</li><li>- Network setup and configuration, including firewall routes and permissions</li><li>- Integration with customer provided GTFS / RTS data feeds</li><li>- Initial setup and configuration of announcements, RSS Feeds (weather) and any additional customer expected content templates or data sources</li><li>- Quality Assurance and on-site post-deployment audits (30 and 90 days)</li></ul>			\$33,750	
Shipping and Delivery			\$2,190	
Cloud Hosting and Support				
<b>Annual Cloud Hosting and Support services, including</b> <ul style="list-style-type: none"><li>- Online Kiosk Configuration and Content Management Access; 10Gb User Content and Metadata Storage;</li><li>- Ongoing Monitoring and Help Desk (phone and remote); Software Updates and Remote Troubleshooting;</li></ul>			\$5,400	
1 <sup>st</sup> Year Subtotal:			\$69,870	
Cloud Hosting and Support				
<b>Annual Cloud Hosting and Support services, including</b> <ul style="list-style-type: none"><li>- Online Kiosk Configuration and Content Management Access; 10Gb User Content and Metadata Storage;</li><li>- Ongoing Monitoring and Help Desk (phone and remote); Proactive remote restarts and file system maintenance;</li><li>- [Ei] OS and [Ei] Apps License Renewal; Software Updates and Remote Troubleshooting;</li><li>- 50 Hours per Quarter of Professional Services for application configuration / customization / training</li></ul>			\$5,400	

# Xpane Air<sup>tm</sup> and [Ei] Apps

## Interactive Solutions for Smart Cities

CONTACT: Tim Ruban, CEO  
2080 Silas Deane Hwy . Rocky Hill . CT 06067  
U.S. Sales 860.953.0240  
<http://www.evogence.com>

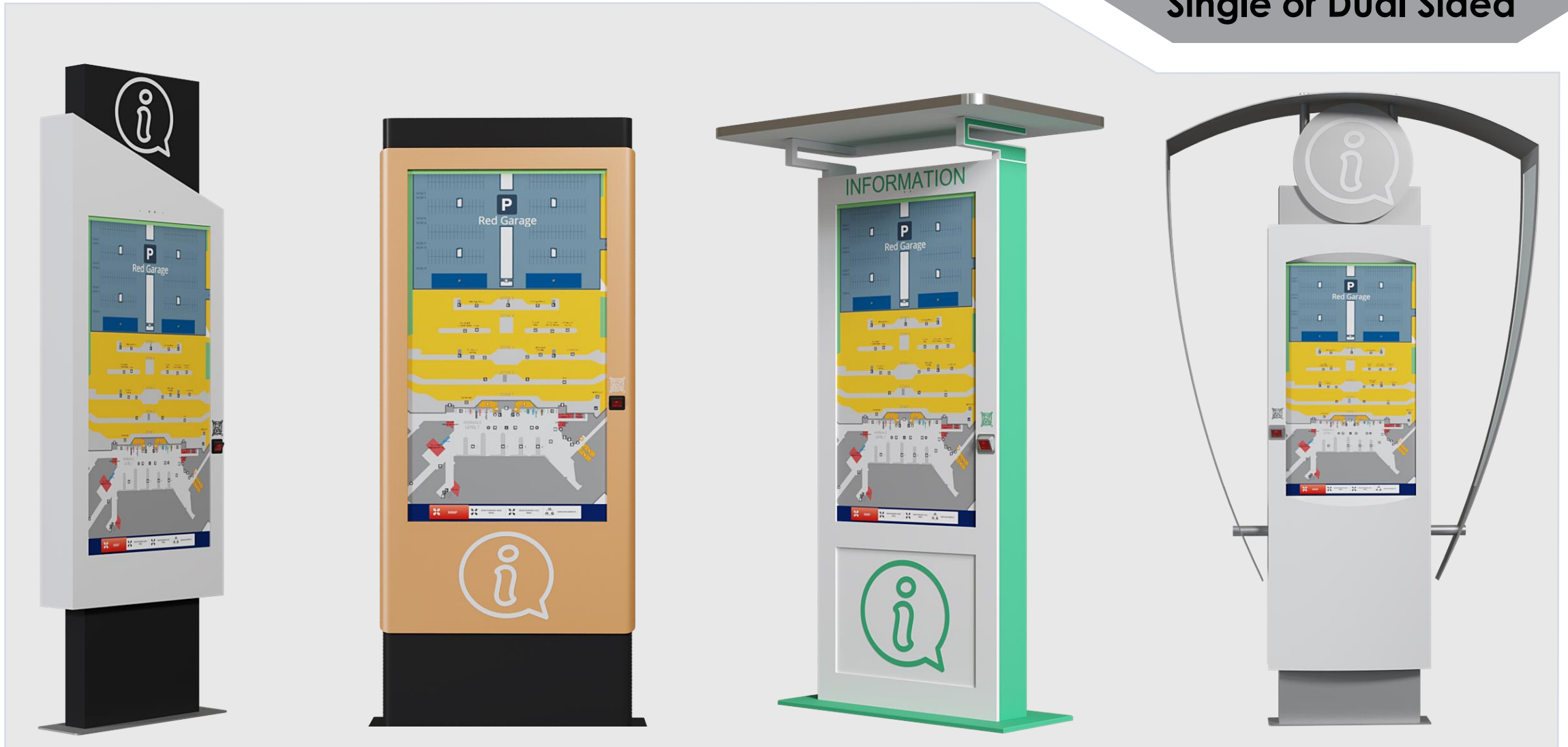
## Outdoor Rugged Kiosks



# XPane™ Air 55 and 65

#210009E

Single or Dual Sided



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# Rugged Interactive Experience Centers

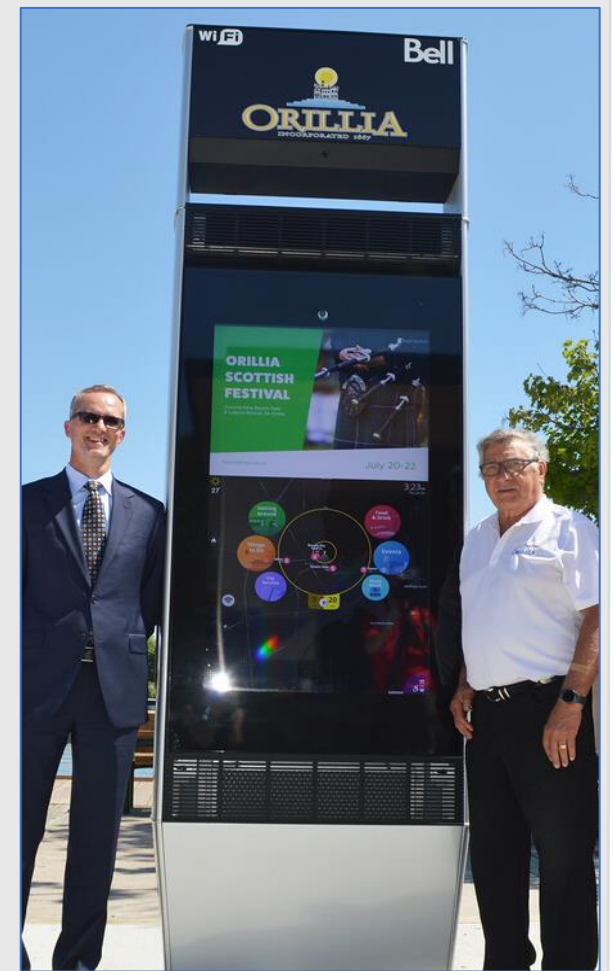
Single or Dual Sided



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# Diverse Deployment Locations

#210009E



Any product, process or technology described in this document may be the subject of intellectual property rights reserved by EVOGENE, Inc. and are not licensed hereunder.

## Overview

### Designed for engagement

- Apps for entertainment, education, marketing and branding
- Broadcast Digital Signage or Interactive Experience enabled
- Combine apps to draw customers to your engagement zone and deliver marketing or educational messages
- Touch-enabled, built on the powerful [Ei] hardware and software platform

### Content management

- Centralized management and deployment of text, images and video
- Customize, configure and brand from pre-built templates to keep your content fresh
- Integrate with E-Commerce, ERP, POS and other back-office systems for seamless information updates
- Update and Schedule information on-the-fly from desktop or mobile app

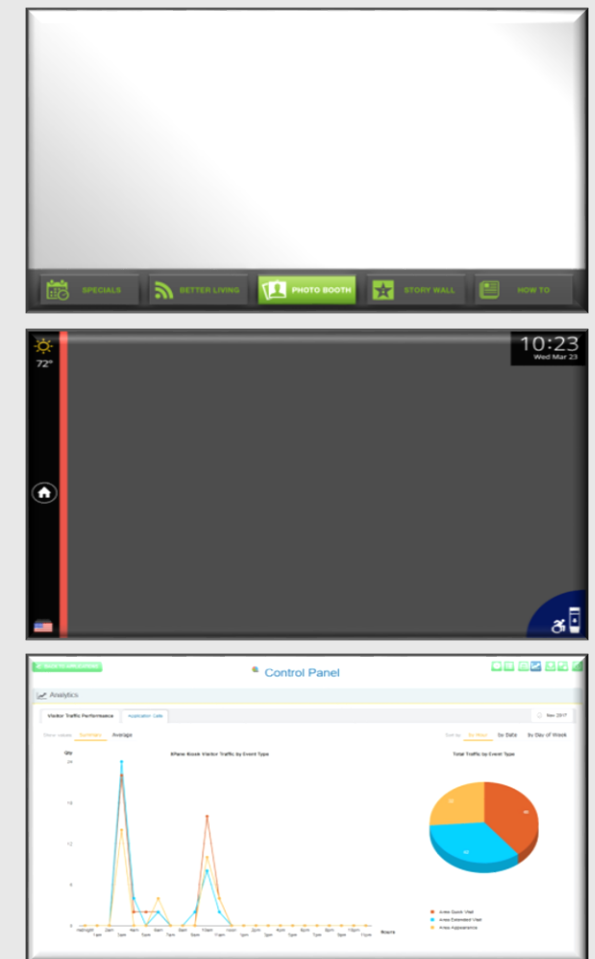
### Benefits

- Schedule relevant content at different times of day, or days of the week to target your customer demographic
- Measure engagement via analysis of touch data
- Capture customer information for direct marketing

## Control Panel

This central hub on all [Ei] Grid hardware allows to activate, schedule and direct content apps. Experience interactive navigation bar to launch each app and stealth mode for scheduled broadcast

- Simple navigation with up to five apps installed
- Collects touch and tap statistics so you can analyze which content customers are using
- Employ widgets in screen corners: multi-language, ADA mode controls, weather and date/time
- Centrally manage connected accessories such as cameras, photo printers, and the on-screen keyboard



## Auctions & Donations

### Conduct silent auctions or capture donations

- Simple drag and drop form and page designer
- Customizable logo, description and accompanying image
- Show minimum bid option
- Perfect alongside other promotional apps to encourage sign-ups and opt-in marketing
- Accept payments via Commerce connector or [Ei] Mobile App

SILENT AUCTION \$150

LOGO

We would like to thank Mrs. B Weeks for generously donating one of her parking spots. The parking spot is being auctioned off to benefit Think Pink Cure and will belong to the winning bidder for 1 year.

FIRST NAME LAST NAME

E-MAIL ADDRESS

Current Bid \$150 +\$10 +\$25 +\$50 +\$100

Bidding will close on October 30, 2017

CLEAR SUBMIT

Silent Auction

FIRST NAME LAST NAME

E-MAIL ADDRESS

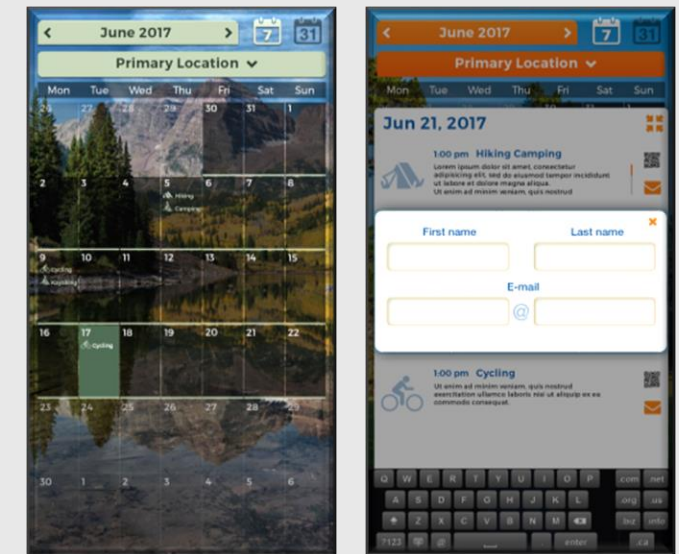
Current Bid \$150 +\$10 +\$25 +\$50 +\$100

CLEAR COMPLETE

## Calendar

Promote events, meetings, conferences, tours and more. Keep your events list up-to-date and allow live registrations

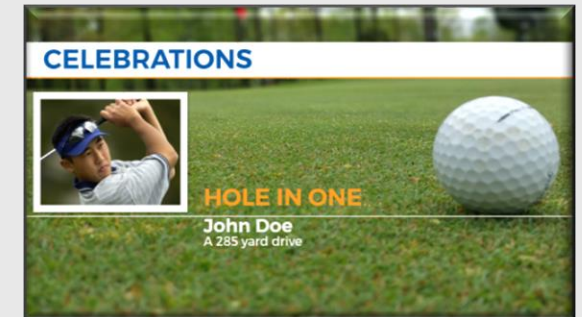
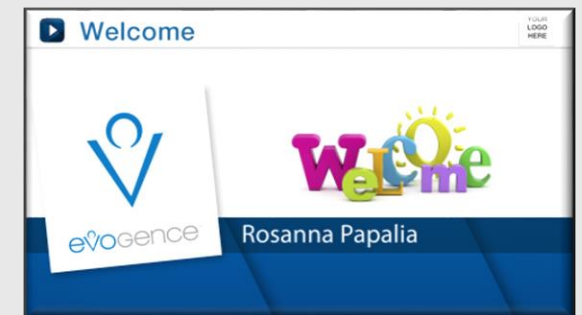
- Customers can switch between showing all events or only those from specific location
- Tap to see the events on any day, along with dates, times, location and description
- Event details can be sent via email as a reminder or integrated with registration
- Supports interactive or broadcast-only mode
- Daily, weekly or monthly views available



## Celebrations & Highlights

Welcome guests, thank sponsors or highlight individuals achievements, products, events, or announcements

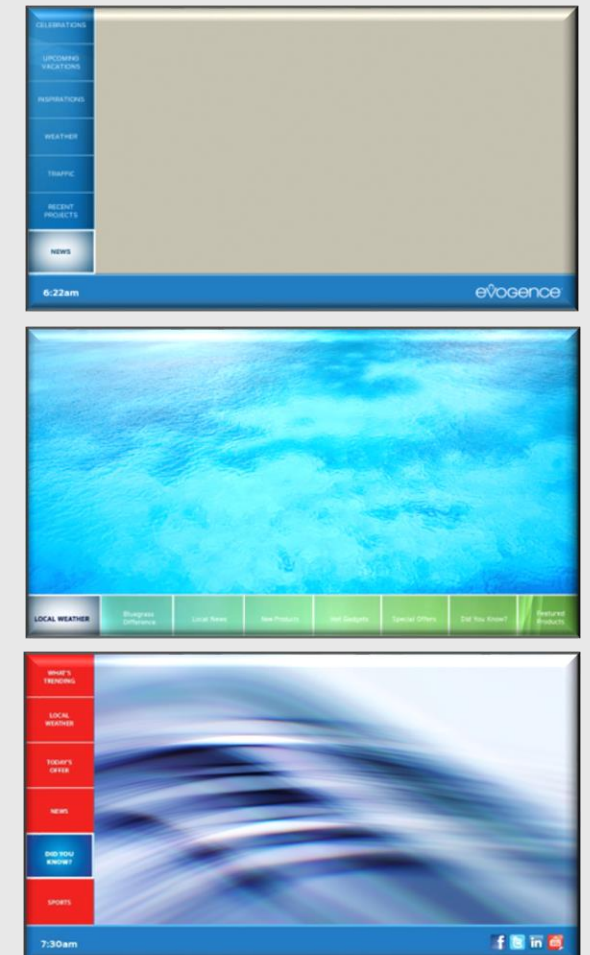
- Upload or add manually multiple records and control broadcast frequency and order
- Integrate with back-office systems for real-time or batch data import for subsequent broadcast
- Customize layouts and information details
- Enable list or individual record mode



## Chapters

Schedule images, video or other broadcast apps into sequences grouped by visible content chapter. Enable interactive mode for simple content navigation

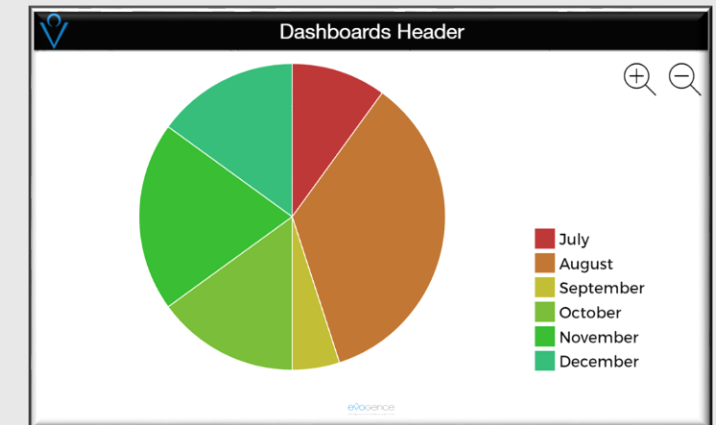
- Keep viewer engagement with upcoming content summary
- Assign individual department or employee permissions to manage individual chapters or groups
- Enable content chapters by schedule or emergency activation
- Track chapter activations in interactive mode
- Activate widgets for weather, traffic, ADA, clock and multi-language support



## Dashboards

Broadcast key performance metrics, charts and spreadsheet data

- Up to four charts per screen over multiple pages
- Automatically import up-to-the-minute data
- Customizable layout and backgrounds, with optional header and footer
- Integrate with back-office management systems
- Combine charts and spreadsheets data or display them separately



**Spreadsheets Header**

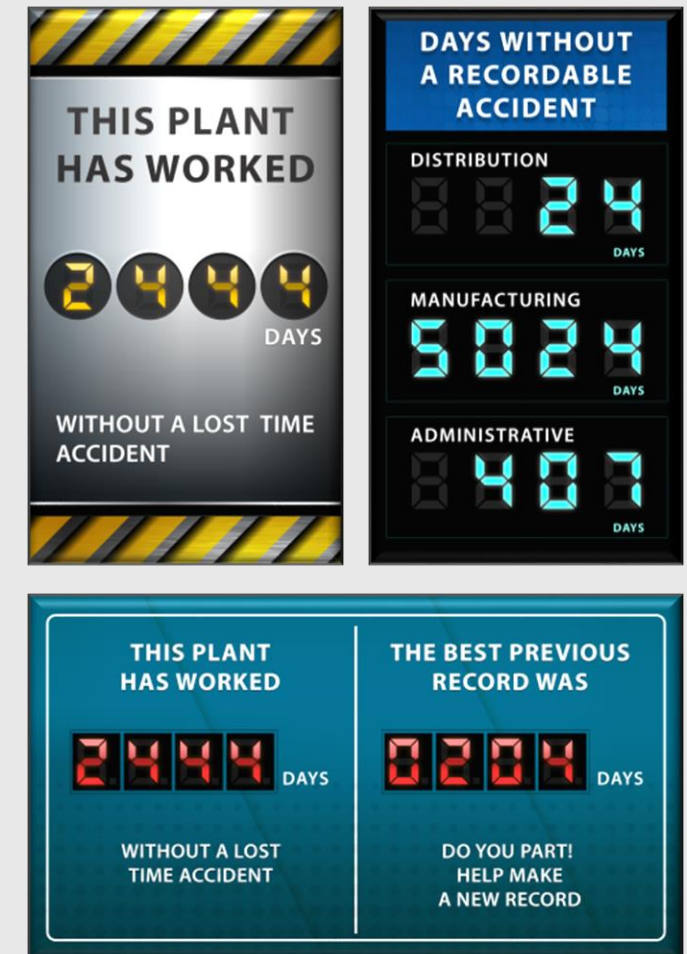
**Harley Davidson Street Glide Special Specifications**

Engine Displ. :	1768 cc
No. Of Cylinders :	2
Torque :	150 Nm @ 1250 rpm
Power :	65.9 PS @ 5,300 rpm
Top Speed :	NA
ABS :	Dual Channel
Head Lamp :	High Beam
Tachometer :	Analogue

## Day Counter

### Broadcast your safety and other productivity information

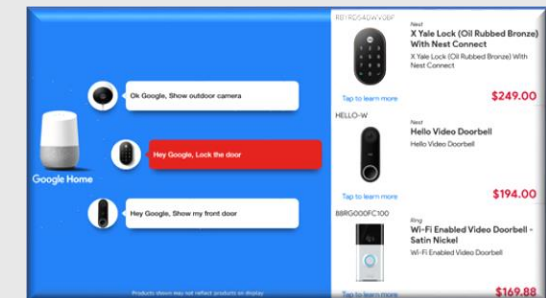
- Up to four KPIs per screen
- Update last incident or success times instantly and/or automatically
- Customizable layout and messages
- Integrate with back-office management systems
- Multi-language support



## Display product details and pricing on kiosks, digital shelf tags or overhead screens

- Show price, specifications, accessories and promotions
- Rotate one or multiple products, including automation by category
- Centrally manage pricing, features and accessories or integrate with POS
- Interactive or Broadcast mode with look customization via multiple layouts and themes

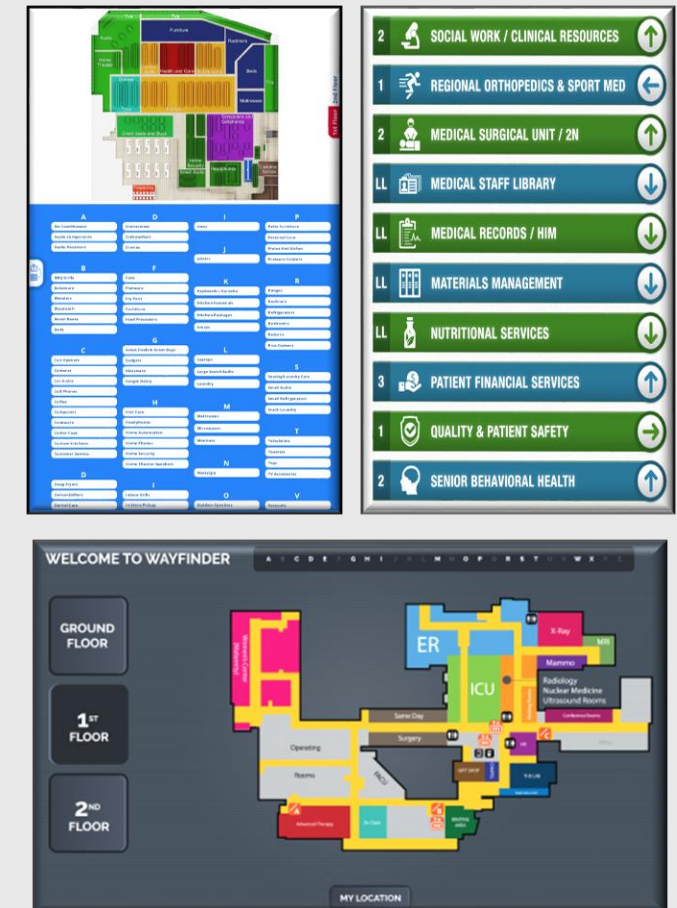
### Digital Fact Tag



## Directories & Wayfinding

Electronic directory and wayfinding solution for building, campus or multi-location needs

- Single or multi-floor configuration
- Centralized directory management with support for individual screen location details
- Floor map management with optional routing
- Alphabetic or free search navigation
- Multi-language and ADA support








## Feed Broadcaster

Manage aggregation and re-broadcast of external entertainment or business content

- Choose from variety of RSS feeds: local news, sports, weather, travel and lifestyle information
- Live Video streaming from online, antenna or cable sources
- Transform and broadcast business performance KPIs stats and charts
- Integration with back-office platforms and content aggregators



**Fernridge Place**  
Thursday, April 12

Thursday		34F 57F
Friday		57F 70F
Saturday		39F 78F
Sunday		36F 42F
Monday		43F 57F



## League Standings

Perfect scoring and tournament solution for clubs, teams and venues

- Multi-league support
- Show league, team or player stats, standings and rankings
- Optional team or player registration module
- Integration connectors with league management software
- Social media sharing integration



## Location Explorer

### Outdoor location, project or case study discovery for marketing, event or municipal needs

- Easy to use location management and import
- Location category and profile management
- Integration with online POI and map APIs
- Optional directions integration module
- Multi-language and ADA support
- Social sharing and mobile hand-off options



## Menu Board

### Colourful and dynamic menu boards for a variety of industries and occasions

- Extensive product catalog to manage your products, prices and specials
- Static or dynamic product blocks to support variety of products by location, time, day and availability
- Integration with POS and ordering systems for real-time up-to-date product details
- Intuitive content management: choose from numerous templates



## Payments & Activations

### Self-service payment, card refill, loyalty redemption and activation solutions

- Intuitive on-screen wizard with step-by-step navigation
- Integration with product catalogs, payment gateways and loyalty platforms
- Secure acceptance of cashless payments
- Brandable and customizable experience
- Integration and support for ghosted IVs
- Multi-language and ADA support

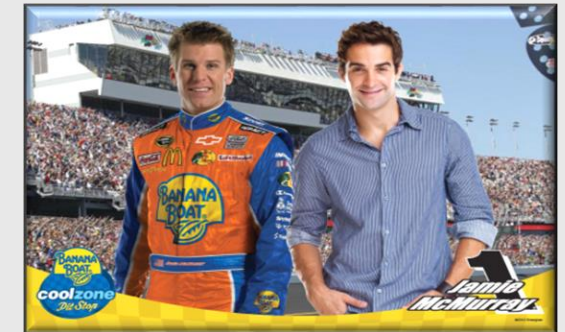
The screenshot shows a mobile application interface for "PIN PURCHASE" and "ACCOUNT REFILL". It features a four-step wizard: 1. CHOOSE YOUR NETWORK (with options for GSM, CDMA, GSM, and CDMA), 2. PRODUCT PLAN, 3. PRODUCT PLAN (with options for EVERYTHING 1GB, EVERYTHING 3GB, EVERYTHING 5GB, and TALK & TEXT), and 4. PAYMENT METHOD (with options for CREDIT CARD, DEBIT CARD, and PAYGO). The selected plan is "\$49.99 Unlimited EVERYTHING - 30 Day Refill" with features like UNLIMITED Talk and Texts, UNLIMITED Mobile Web 1GB@High Speeds, UNLIMITED Picture & Video Messaging (MMS), and Up to 200 Minutes FREE International Long Distance. The interface is multi-language, with options for ENGLISH, SPANISH, RUSSIAN, FRENCH, and ITALIAN.

The screenshot shows a mobile application interface for "My WU® is just for me". It features a central circular clock showing 2:20 PM on April 16, 2016, with a location ID of 12345. The interface includes a sidebar with options: Enroll in MYWU, Redeem Points, Activate Card, Customer Service, and Money Transfer. The main content area displays a promotional message: "Enjoy formless and hassle-free transactions, sms payout notifications, exclusive member rewards and exciting member contests. Join My WU® today and get 5 points for free!". Below this is a registration form with fields for FIRST NAME, LAST NAME, E-MAIL ADDRESS, and PHONE NUMBER, and a SUBMIT button.

## Photo Booth

### Digital selfie and E-card playgrounds

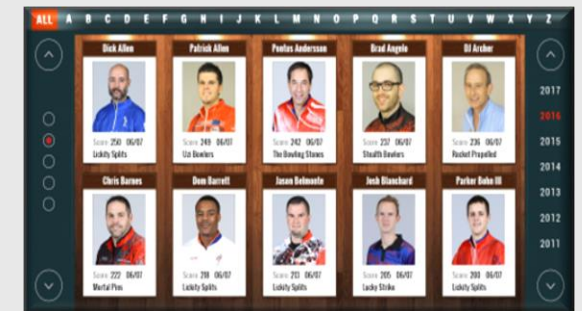
- Selection of built-in templates or intuitive template builder to create one of your own
- Support for green screen applications
- Myriad of special effects and post-processing options
- Optional editorial review buffer
- E-mail and Social media sharing
- Promo activation and registration options



## Recognition Board

### Digital recognition solutions for employees, members, customers or donors

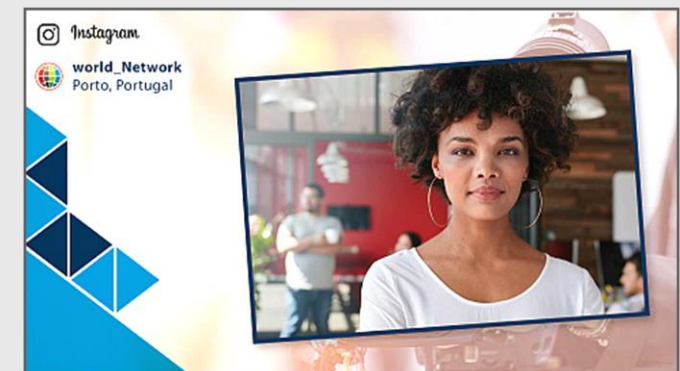
- Multiple broadcast and interactive industry-specific templates
- Filter by alphabet, year or department
- Browsing mode with freestyle search option
- Customizable fields with back-office integration option
- Multi-language and ADA support



## Social Wall

### Manage re-broadcast of external social media content

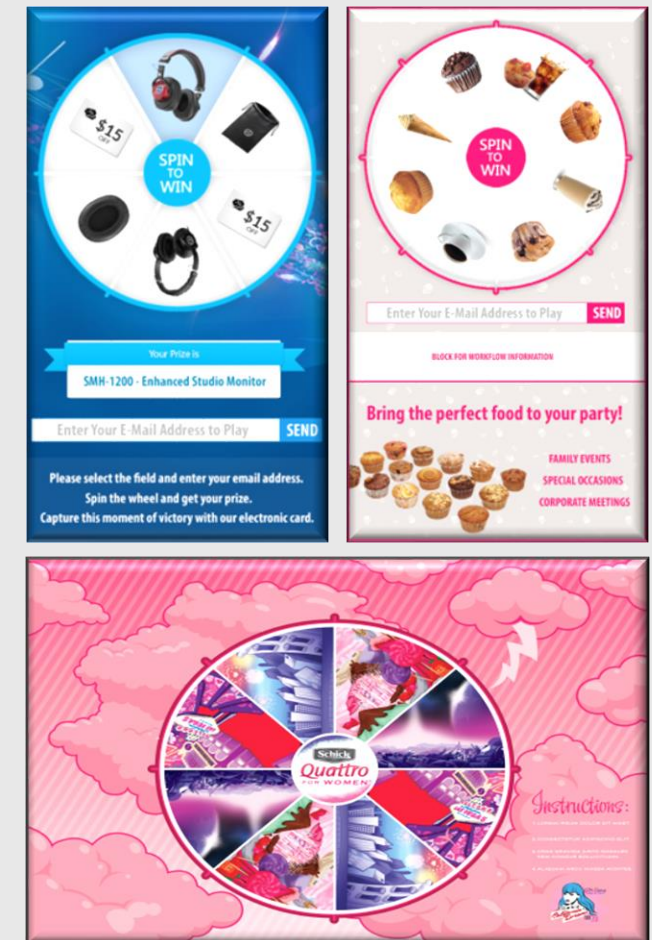
- Connect to a single social media source and re-broadcast content
- Supports Instagram, Twitter, and Facebook
- Display text and/or images from the chosen platform
- Adjust and design layout to suit corporate branding



## Spin the Wheel

Gamified digital product, event or information experience with prize selection

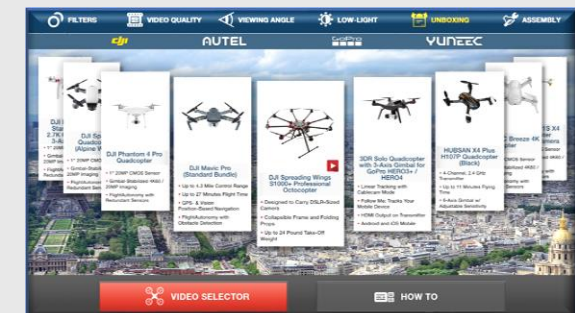
- Intuitive content management of product details, inventories and prize chances
- Integrate with optional or required registrations, photo booths and other apps
- Share prize-winner details via social media to boost your presence
- Single and multi-use promo code management with expiration and redemption tracking module
- Multi-language and ADA support



## Story Wall

Digital Story Walls for experience lobbies, marketing events and educational environments

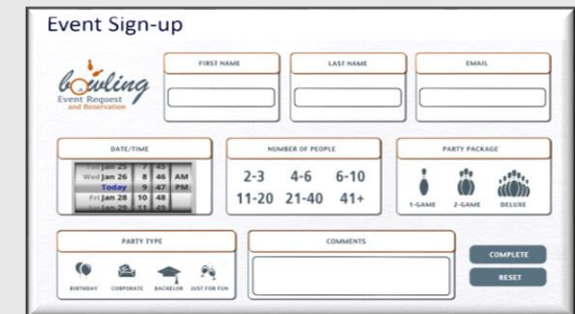
- Dynamic broadcast and interactive templates with informational dual-sided cards
- Optional timeline module
- Manage experience details and information order via intuitive content management system
- Single or multi-screen layouts
- Multi-language and ADA support



## Surveys & Sign-ups

### Capture and collect visitor information, registration or feedback

- Simple drag and drop form designer
- Export captured data or integrate with back-office systems
- Integrate with calendars, standings and other experience apps for live sign-up and requests
- Multi-language and multi-step support



Event Sign-up

bowling  
Event Request and Reservations

FIRST NAME:  LAST NAME:  EMAIL:

DATE/TIME:  NUMBER OF PEOPLE: 2-3 4-6 6-10 11-20 21-40 41+ PARTY PACKAGE: 1-GAME 2-GAME DELUXE

PARTY TYPE:  COMMENTS:  COMPLETE RESET



PLEASE, RATE YOUR EXPERIENCE

★★★★★

Submit



PREFIX:  FIRST NAME:  LAST NAME:  GENDER:

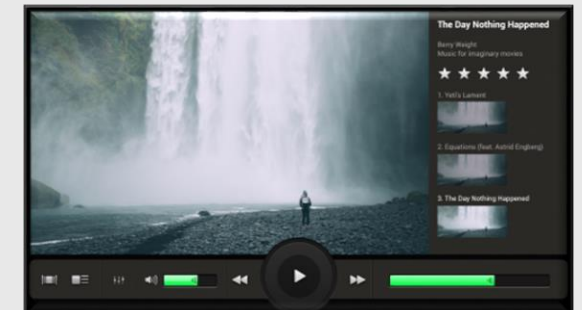
CITY:  STATE:  ZIP CODE:

CELL PHONE:  E-MAIL ADDRESS:  COMPLETE RESET

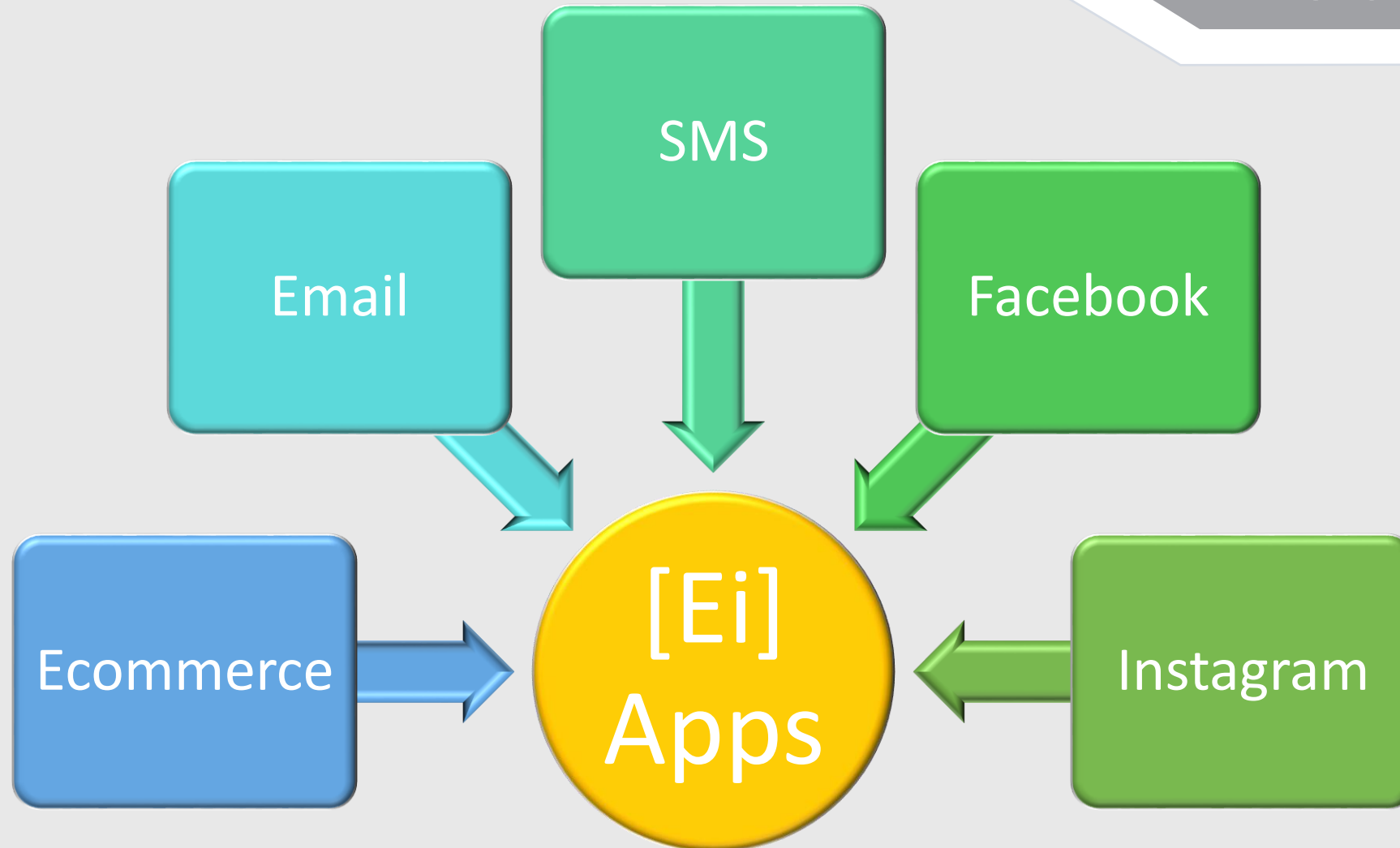
## Universal Content Manager

### Digital Signage and Presenter in a box

- Configure and schedule nested digital signage playlists for broadcast or interactive presentations
- Intuitive content asset library and management interface
- Schedule the sequences for different times of day or days of the week to suit your demographic
- Activate presentation mode for step-by-step content navigation or automated playback
- Enable video playback controls and preview thumbnails for complete video playback experience



## Overview



## E-Commerce

### Enable your customers with transactional experience

- Secure point-of-sale transactions and gateways
- Supports major card vendors and payment gateways
- Integration with E-Commerce solutions



## E-mail

Distribute app information and build your e-mail database

- Integrates with the virtual keyboard for a seamless user interface experience
- Optional privacy mode enhances user security in public spaces by hiding keytaps
- Custom templates for information distribution



Share or take away information on your mobile device

- Integrates with the virtual keypad for a seamless user interface experience
- Optional privacy mode enhances user security in public spaces by hiding keytaps



## Facebook

With the Facebook connector, share images and information to your corporate Facebook page for enhancing your social media reach

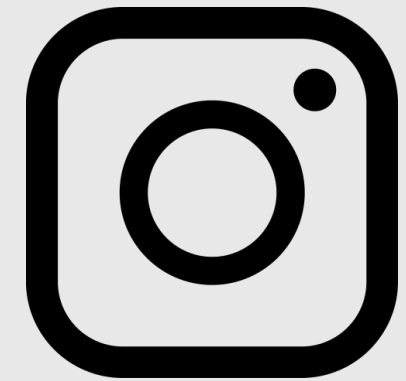
- Share customer images to your timeline or a custom album
- Optional QR code can be scanned by visitors to share photos to their own profiles



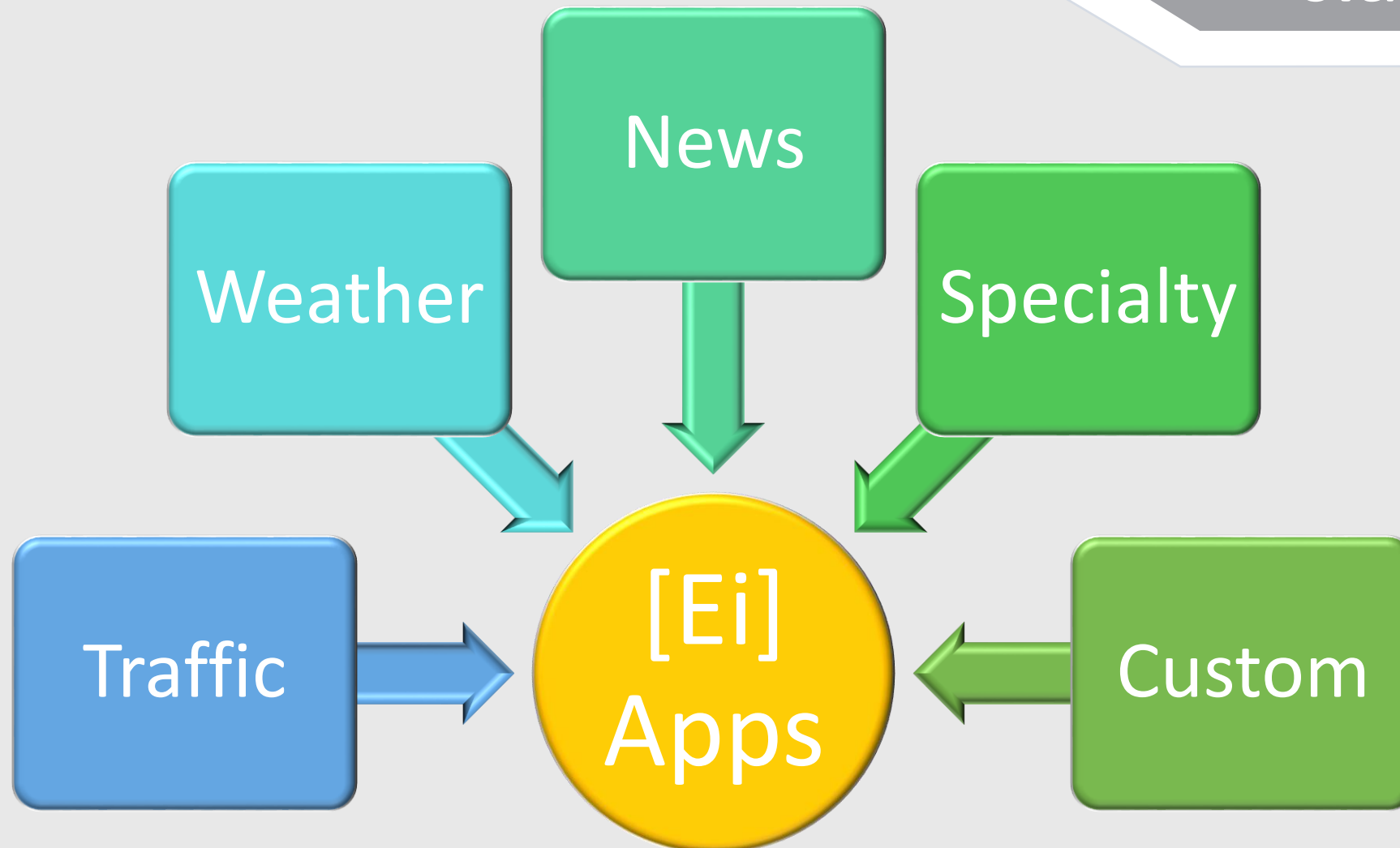
## Instagram

Leverage the Instagram connector to post customer photos to your Instagram feed and boost your brand identity

- Share customer images to your feed
- Optional QR code can be scanned by visitors to share photos to their own Instagram profiles



## Overview



## Weather Forecast



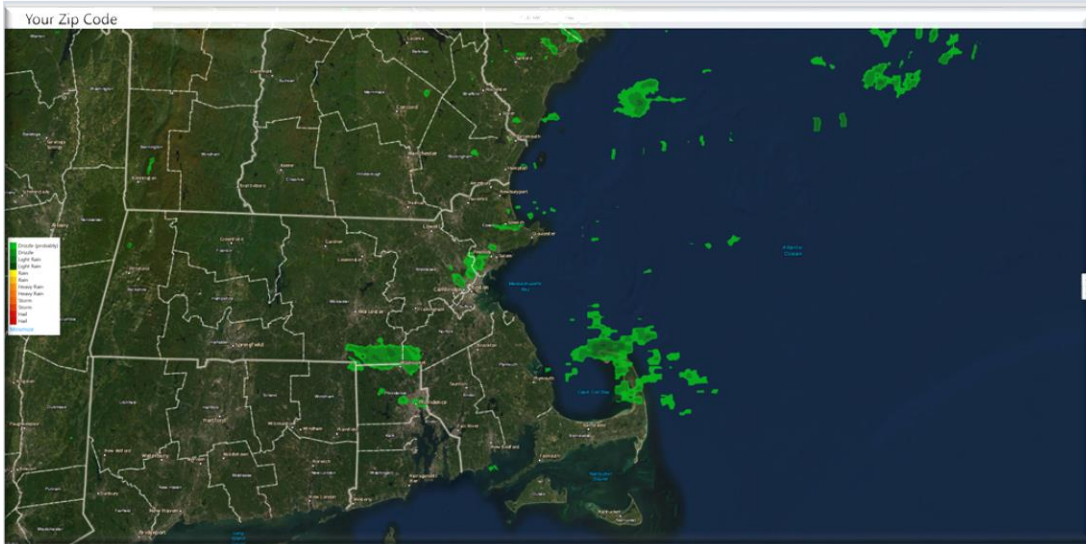
Configurable  
Layout

Forecast by  
time of the  
day

Map Zoom  
Function

Integrated  
with Live  
Weather

## Weather Radar



Configurable  
Layout

Forecast by  
time of the  
day

Map Zoom  
Function

Integrated  
with Live  
Weather



## Local Traffic

		RIGHT NOW		+ 30 MINUTES		+ 60 MINUTES
<b>45</b> TEXAS	Hwy 45-130 East from I-35 to Hwy 71	AVG SPEED <b>62</b> GETTING WORSE		AVG SPEED <b>62</b>		AVG SPEED <b>64</b>
<b>45</b> TEXAS	Hwy 45-130 South from Hwy 71 to I-35	AVG SPEED <b>68</b> GETTING WORSE		AVG SPEED <b>67</b>		AVG SPEED <b>67</b>
<b>35</b>	I-35 North from Hwy 45 to Hwy 71	AVG SPEED <b>42</b> GETTING BETTER		AVG SPEED <b>40</b>		AVG SPEED <b>44</b>
<b>35</b>	I-35 South from Hwy 71 to Hwy 45	AVG SPEED <b>69</b> GETTING BETTER		AVG SPEED <b>63</b>		AVG SPEED <b>62</b>
<b>71</b> TEXAS	Hwy 71 West from US-183 to I-35	AVG SPEED <b>57</b> GETTING WORSE		AVG SPEED <b>52</b>		AVG SPEED <b>53</b>

Configurable  
Layout

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Current Traffic conditions		
<b>3</b>	CT-3 towards West St FREE-FLOWING	<b>29</b> mph
<b>3</b>	CT-3 towards Court St FREE-FLOWING	<b>37</b> mph
<b>99</b>	CT-99 towards Court St/Eastwood Rd FREE-FLOWING	<b>37</b> mph
	West St towards I-91 FREE-FLOWING	<b>33</b> mph
	West St towards Cromwell Ave FREE-FLOWING	<b>23</b> mph
<b>91</b>	I-91 towards West St/Exit 23 FREE-FLOWING	<b>63</b> mph
<b>91</b>	I-91 towards CT-9/Exit 22 FREE-FLOWING	<b>62</b> mph
<b>3</b>	CT-3 towards West St FREE-FLOWING	<b>24</b> mph
<b>3</b>	CT-3 towards CT-160/Elm St FREE-FLOWING	<b>30</b> mph
<b>160</b>	CT-160 towards Hayes Rd FREE-FLOWING	<b>40</b> mph

## Sports

### ▶ SPORTS NEWS



### Reports: Harper to join Phillies on \$330 million deal

Bryce Harper's major payday finally arrived Thursday, as the outfielder landed a 13-year, \$330 million deal with the Philadelphia Phillies, according to multiple reports. The contract, when signed, would be the largest guaranteed deal in North American professional sports.

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### No drama: No. 1 Zags roll past Fairleigh Dickinson in NCAAAs

Salt Lake City

When it comes to a 16 seed beating a 1, it's still true — anything really can happen in the NCAA Tournament. Just not on Thursday night. And not against Gonzaga.



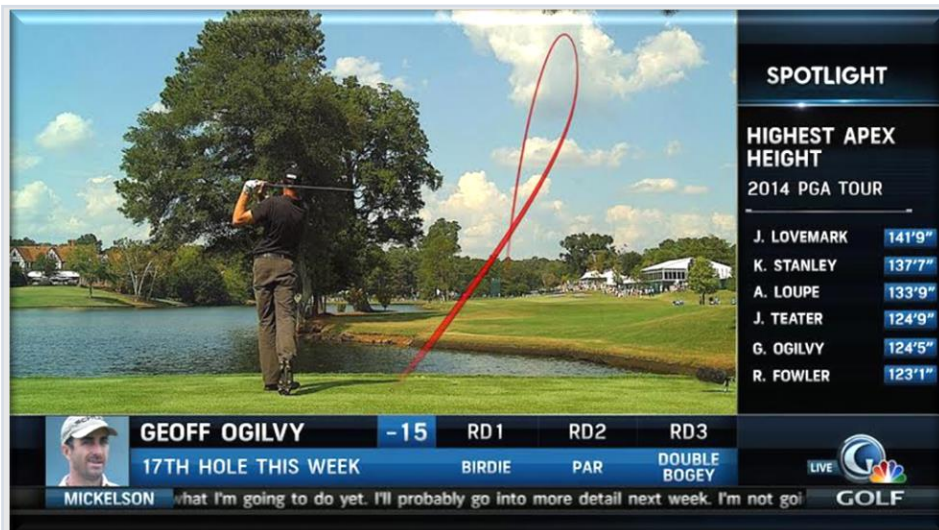
Static Posters  
or Video  
Snapshots

International  
and Domestic

Multiple  
Content  
Sources

Diverse  
Selections

## Live TV



Cable-based  
or Antenna

Live Camera  
Feed Support

Internet Live  
Streaming

Picture in  
Picture  
Support