

Solicitation 275-11973

Computerized Ticketing Services

Bid Designation: Public



City of Fort Lauderdale

Bid 275-11973

Computerized Ticketing Services

Bid Number 275-11973
 Bid Title Computerized Ticketing Services

Bid Start Date May 4, 2017 1:11:48 PM EDT
 Bid End Date May 30, 2017 2:00:00 PM EDT
 Question & Answer End Date May 24, 2017 5:00:00 PM EDT

Bid Contact Jim Hemphill
 Sr. Procurement Specialist
 Procurement Department
 954-828-5143
 jhemphill@fortlauderdale.gov

Pre-Bid Conference May 18, 2017 2:00:00 PM EDT
Attendance is optional
Location: War Memorial Auditorium lobby
800 NE 8 Street
Fort Lauderdale, FL 33304

Addendum # 1

New Documents Addendum 1.doc

Changes were made to the following items:
 Computerized Ticketing Services

Description

It is the intent of the RFP to award a single Contract to provide a PCI compliant, hosted, ticketing and access control software and hardware system. Ticketing Contractor must be able to provide report information to the City's War Memorial Auditorium (WMA) on how fees are to be paid to Ticketing Contractor or subtracted from deposit fees into the City's WMA Merchant Account. Should WMA need to use a Ticketing Contractor merchant account, the City's WMA requires the lowest percentage fee possible. The successful Ticketing Contractor shall demonstrate their ability to deliver a real time, hosted, ticketing and access control system which enables primary and secondary box office sales, Internet sales, phone sales, and mobile devices for events requiring reserved and/or general admission seating, event and non-event related merchandise, parking fees, and concession/food item sales.

Added on May 11, 2017:

Addendum #1 has been added to the Documents Page

Addendum # 1

City of Fort Lauderdale
Title: Computerized Ticketing Services
RFP # 275-11933

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide Computerized Ticketing Services for the City's Parks & Recreation Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2 Submission Deadline

Sealed proposals shall be delivered during the City's normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than the date and time specified, at which time and place the proposals will be publicly opened and the names of the firms will be read. After the deadline, proposals will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

1.3 Pre-proposal Conference and Site Visit

There will be a pre-proposal conference and/or site visit scheduled for this Request for Proposal. It is strongly suggested that all Contractors attend the pre-proposal conference and/or site visit.

While attendance is not mandatory, tours at other times might not be available. It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractors attend the pre-proposal meeting and/or site visit.

It will be the sole responsibility of the Contractor to attend the pre-proposal/site visit to inspect the City's location(s) facilities systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

1.5 Point of Contact

For information concerning procedures for responding to this solicitation, contact Sr. Procurement Specialist James Hemphill at (954) 828-5143 or email at jhemphill@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/15) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer's Costs

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

2.5 Pricing/Delivery

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

All pricing must include delivery and installation and be quoted FOB: Destination.

Prices proposed shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and proposer.

2.6 Invoices/Payment

The City will accept invoices no more frequently than once per event. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

The City will require payment by the Contractor to the City of any monies due the City for the sale of tickets to events at War Memorial Auditorium and/or payment of convenience charge(s) participation fee(s) and/or any other commissions due the City for the sale of tickets to events at War Memorial Auditorium on a per event basis.

2.7 Related Expenses/Travel Expenses

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

2.8 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.9 Mistakes

The consultant shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.10 Acceptance of Proposals / Minor Irregularities

2.10.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.10.2 The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.11 Modification of Services

2.11.1 While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

2.11.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.11.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services, and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

2.11.4 If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.12 No Exclusive Contract

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.13 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website

http://fortlauderdale.gov/purchasing/AWARDS/CONTRACT_TEMPLATE_SERVICES.pdf

2.14 Responsiveness

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.15 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.16 Minimum Qualifications

Proposers shall be in the business of Computerized Ticketing Services and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.16.1 Proposer or principals shall have relevant experience in Computerized Ticketing Services. Project manager assigned to the work must have experience in Computerized Ticketing Services and have served as project manager on similar projects.

2.16.2 Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

2.16.3 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.16.4 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.17 Lobbying Activities

Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:

http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf.

2.18 Local Business Preference

2.18.1 Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:

2.18.2 Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.18.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

2.18.4 The complete local business preference ordinance may be found on the City's web site at the following link: <http://fortlauderdale.gov/home/showdocument?id=6422>

2.18.5 Definitions

The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

2.19 Protest Procedure

2.19.1 Any Proposer or Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the director of procurement services division (director), by delivering

a letter of protest to the director within five (5) days after a notice of intent to award is posted on the city's web site at the following link:

<http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.19.2 The complete protest ordinance may be found on the city's web site at the following link: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

2.20 Public Entity Crimes

Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be 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, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

2.21 Subcontractors

2.21.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

2.21.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

2.21.3 Contractor shall require all of its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.22 Proposal Security – N/A

2.23 Payment and Performance Bond

2.23.1 The Proposer shall within fifteen (15) working days after notification of award, furnish to the City a Payment and Performance Bond, in the amount of the proposed total offer as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the

existing Payment and Performance Bond. The Performance Bond must be executed by a surety company or recognized standing to do business in the State of Florida and having a resident agent.

2.23.2 The Proposer must have a Financial Size Categories (FSC) rating of no less than “A-“ by the latest edition of Best’s Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

2.23.3 Acknowledgement and agreement is given by both parties that the amount herein set for the Payment and Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

2.24 Insurance Requirements

2.24.1 The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an “additional insured” with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as “additional insured” will be at the contractor’s expense.

2.24.2 The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

2.24.3 The Contractor’s insurance must be provided by an A.M. Best’s “A-“ rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City’s Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers’ Compensation and Employers’ Liability Insurance

Limits: Workers’ Compensation – Per Florida Statute 440
Employers’ Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers’ Compensation insurance. Exceptions and exemptions will be allowed by the City’s Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers’ Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000. This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury \$250,000 each person, \$500,000 each occurrence
 Property damage \$100,000 each occurrence

Cyber and Privacy Insurance \$1,000,000 policy limit.

Employee Theft \$1,000,000 policy limit.

2.24.4 A copy of **ANY** current Certificate of Insurance should be included with your proposal.

2.24.5 In the event that you are the successful Proposer, you will be required to provide a certificate naming the City as an “additional insured” for General Liability. Certificate holder should be addressed as follows:

City of Fort Lauderdale
 Procurement Services Division
 100 N. Andrews Avenue, Room 619
 Fort Lauderdale, FL 33301

2.25 Award of Contract

A Contract (the “Agreement”) may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City’s best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the in the City.

2.26 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.27 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.28 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.29 Uncontrollable Circumstances ("Force Majeure")

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

2.29.1 The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.29.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.29.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

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

2.30 Canadian Companies

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.31 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

2.32 Manufacturer/Brand/Model Specific Request – N/A

2.33 Contract Period

The initial contract term shall commence upon date of award by the City or October 1, 2017, whichever is later, and shall expire three (3) years from that date. The City reserves the right to extend the contract for one additional one year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 120 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.34 Cost Adjustments N/A**2.35 Service Test Period**

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.36 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.37 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.38 Substitution of Personnel

In the event the Contractor wishes to substitute trained, qualified, personnel for those listed in the proposal, the City shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the City has reasonable evidence to believe that an employee of the Contractor is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Contractor to resolve the situation to the City's satisfactions, provided, however, that the Contractor shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, city ordinance, contract or employment or union agreement.

2.39 Insurance for Collection of Credit Card Payments

The successful contractor will need to provide proof that they maintain insurance coverage in an amount of not less than \$1,000,000 specifically for cyber related crimes relating to the transmission of credit card information over their website that can include but are not limited to criminal activity involving the information technology infrastructure, including illegal access (unauthorized access), illegal interception (by technical means of non-public transmissions of computer data to, from or within a computer system), data interference (unauthorized damaging, deletion, deterioration, alteration or suppression of computer data), systems interference (interfering with the functioning of a computer system by inputting, transmitting, damaging, deleting, deteriorating, altering or suppressing computer data), misuse of devices, forgery (ID theft), and electronic fraud.

2.40 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

1. GENERAL INFORMATION/INTENT

It is the intent of the RFP to award a single Contract to provide a PCI compliant, hosted, ticketing and access control software and hardware system. Ticketing Contractor must be able to provide report information to the City's War Memorial Auditorium (WMA) on how fees are to be paid to Ticketing Contractor or subtracted from deposit fees into the City's WMA Merchant Account. Should WMA need to use a Ticketing Contractor merchant account, the City's WMA requires the lowest percentage fee possible. The successful Ticketing Contractor shall demonstrate their ability to deliver a real time, hosted, ticketing and access control system which enables primary and secondary box office sales, Internet sales, phone sales, and mobile devices for events requiring reserved and/or general admission seating, event and non-event related merchandise, parking fees, and concession/food item sales.

WMA, located in downtown Fort Lauderdale, FL, is a multi-purpose venue with 20,000 square feet of exhibit space, reserved and/or general admission seating for up 2,100 patrons, and hosts local, national, and international trade shows, conferences, full stage show productions, meetings, sporting events, banquets, and consumer shows.

WMA had 170 user days for FY16. For FY16, as of September 30, 2016, WMA had an annual attendance of 69,986. There were a total of 20 events placed on our current computerized ticketing system, The sales breakdowns were as follows: Primary Box Office 57.9%; Internet 22.8%; Secondary Box Office 13.3%; Mobile Devices 5.3%; Phone Orders 0.3%

2. BACKGROUND INFORMATION

WMA is in need of a PCI compliant hosted, ticketing and access control software and hardware system that requires no server maintenance. WMA may require a demonstration of the product.

3. TERM OF CONTRACT

The initial term of the contract is for three years and the City reserves the right to extend the contract for one additional one-year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

4. SPECIFICATIONS/SCOPE OF WORK

Ticketing System Requirements: Technology

- All software must be hosted by the Ticketing Contractor and accessed with standard Point of Sale (POS) modules.
- The ticketing system must not require on-site hardware other than personal computers (PC's), monitors, thermal ticket printers, credit card readers, PC connections, wireless access points for access control and floating box office, and bar code scanners(access control hardware and software). All ticketing hardware and data lines must be at the expense of the Ticketing Contractor.
- Ticketing Contractor must be PCI Level 1 compliant according to the standards of the credit card industry.
- All servers, application software, and databases must be fully replicated and hosted in a secure location facility.
- Ticketing Contractor must submit its standard Service Level Agreement (SLA) with this proposal. This must detail the Ticketing Contractor's guaranteed uptime and availability to WMA's administrative access and customer/patron's access to the ticketing system and

detail available remedies to WMA should Ticketing Contractor fall short with the ticketing system's availability.

- Ticketing Contractor must have the ability to restore server if necessary. – Time is of the essence in this matter.
- Ticketing system must interface with track 2 Magnetic Swipe Credit Card readers if needed.
- Ticketing system must have a user friendly interface that offers simple to manage customer accounts, transact ticket package sales, conduct window sales, and allocate tickets without extensive prior ticketing experience or extensive system training.
- All sales functionality must be available by phone, Internet, mobile devices, and in person at box office.

Venues and Maps

- Ticketing system must offer multiple seat maps per venue with General Admission, Reserved Seats, and General Admission by section; and any combination thereof.
- Ticketing system must offer unlimited price levels per seat map, customizable by WMA.
- It is preferable, but not mandatory that the ticketing system offer capability for the WMA ticket administrator to create, edit, and copy seat maps without the assistance of the ticketing provider.
- It is preferable, but not mandatory that the ticketing system has the ability to see full seating map (not just by each section).
- It is preferable, but not mandatory that the ticketing system offers Internet customer full view of venue map with select a seat option.
- It is preferable, but not mandatory that the ticketing system offer multiple venue capability with sales permissions restricted between venues.

The Venue Administration

- All refunds and exchanges must be controlled by the WMA ticket office.
- WMA ticket administrator must have the ability to fully manage events, inventory, seat maps and ticket types without contacting the Ticketing Contractor.
- WMA ticket administrator must have the ability to put events on/off sale.
- Ticketing system must allow for batch printing of Will Call tickets.
- Ticketing system must offer unlimited multiple delivery methods simultaneously (will call, print@home, mail, mobile devices, etc).
- The WMA ticket office administrator must have the ability to create custom-named hold types, including the ability to restrict access to hold types based on permissions.
- Ticketing system must control access based on a permission level set by WMA ticket office administrator.
- The WMA ticket office must be able to print comp tickets from holds without a fee.
- It is preferable, but not mandatory that the ticketing system offer an exchange option allowing for a single ticket or entire order to be exchanged in a single transaction without manually canceling and refunding the original order.
- Ticketing system must offer an unlimited number of presale and promotions options.
- Ticketing system must offer an unlimited number of discounts, price categories, price levels and hold codes.
- Ticketing system must offer the ability to manually override the "best available seat" algorithm that limits leaving single seats and would hinder a sale.
- WMA ticket administrator must have the ability to define for sale multiple events, custom packages, BOGO's, and discounts for multi-purchases.
- Ticketing Contractor must have the ability to use the basic structure of our current/future website template so that the style guide of our site is maintained.

- Ticketing system must have an unlimited number of “add-on” charges, such as facility, convenience, charity, surcharges, and other fees and have them be included or excluded as required. Said fees must be outlined and itemized via reporting capabilities.
- WMA ticket administrator must have the ability to create and edit seating maps and house plans; create a “lead” event to enable sale of multiple events that are linked to create a series sale; display and edit obstructed view seats to prevent their sale; re- price seats when on sale via automated system or manually activated.
- Ticketing Contractor’s access control system must have ticket barcodes or QR code scanning capabilities with real time data updates between ticketing and access control systems.
- WMA ticket administrator must have the ability to issue complimentary tickets on-line, or to issue tickets for events where the admission is free.
- WMA ticket administrator must have the ability to immediately take an event off sale and off the website.

Point of Sale

- Ticketing system must provide four fully-integrated Point of Sale modules within the WMA ticket office. The Points of Sale modules must not be a login to the public web site, but a fully functional Point of Sale for both quick sale and phone orders.
- One of the POS modules must include a reporting printer.
- A standard Point of Sale ticket order for a reserved seating event must be completed in less than 20 seconds, including print of thermal tickets.
- Ticketing system must offer the ability to track multiple staff (ticket sellers), including assigning unique Point of Sale login and password for auditing purposes.
- Point of Sale must be encrypted and secure.
- Web orders must be able to be accessed and managed through the Point of Sale module, including cancellations, refunds, and exchanges.
- Point of Sale module must include the ability to issue credit card refunds directly through the ticketing system without having to contact the Ticketing Contractor or access a payment system.
- It is preferable, but not mandatory that the ticketing system’s Point of Sale should include order search, order management, new donation, new patron, and new membership.
- The ticketing system should include the capability to sell merchandise vouchers in the same cart as a ticket.
- It is preferable, but not mandatory that the ticketing system have departments for easy user definition and reporting.

Reporting

- All patron and financial data must be controlled and exportable in (.csv format) by the WMA ticket office.
- Ticketing system must allow the ability to generate reports allowing users to run queries by multiple date ranges, payment type, and sorting options.
- Ticketing system must offer detailed financial account reports with easy access to pre-defined reports.
- Ticketing system must offer comprehensive reporting (view, print, and export) with custom reporting option.
- Event audit and settlement reports must be consistent with industry norms and easily understood.
- Ticketing system must have individual operator daily balancing/journal/activity report(s).

- WMA ticket administrator must have the ability to authorize certain promoters/producers customized, restricted reporting access via Internet.
- Ticketing system must generate daily journal; summary of sale(s) and method of payment reports; voids and account receivables transactions; entry detail of access control system.
- Ticketing system must generate a geographic breakdown of purchasers on the whole, as well as per event.
- Ticketing system must generate purchase frequency statistics per account/users/households in a given time period.
- Ticketing system must generate percent occupancy by event, event type, price level, sections, etc.
- Ticketing system must generate customizable seat map reports.

Patron

- Ticketing website must be a dedicated ticketing portal and include a dedicated data base.
- Ticketing system's patron ticketing portal should support all browsers including Internet Explorer/Edge, Mozilla Firefox, Safari, and Google Chrome.
- Ticketing system's patron ticketing portal must have the ability for patrons to easily ascertain seating availability by performance.
- Ticketing website must be branded as WMA's website and must not be a sub-domain as in www.ticketingprovider.com/venue1011/.
- The WMA shall remain in control of the ticketing website domain. The domain name shall be customizable by the WMA.
- Ticketing website must have the capability for patrons to purchase additional merchandise, such as t-shirts, DVD's, CD's, parking, concessions food items, etc.
- Patrons must have the ability to email an event to friend and to tag an event as "Like" in social media websites.
- It is preferable, but not mandatory that the cash flow from deposits/payments made at website or via call center be available to the City within 24 hours.
- It is preferable, but not mandatory that the patron's website ticket purchase be account based and that it use patron email address as the user name (no separate user name).
- It is preferable, but not mandatory that the online account allow patron to access order history, order status and address book

Membership

- It is preferable, but not mandatory that the ticketing system offer a multi-level Membership program that offers ticketing benefits such as:
 - o Early member access (via login) – timed by ticketing system (automated) o Allocation of member-discounted tickets by membership type.
 - o Member-only events.
- It is preferable but not mandatory that the ticketing system prompt members to log in when member benefits are available.
- It is preferable, but not mandatory that the ticketing system prompt non-members to purchase a membership.
- It is preferable, but not mandatory that the ticketing system offer unlimited, multi-level memberships controlled by the WMA ticket office.
- It is preferable, but not mandatory that the ticketing system include automatic renewal notices sent from ticketing system.
- It is preferable, but not mandatory that the ticketing system have the ability for patrons to renew online and to view membership status

Patron Data and Marketing

- Ticketing portal must be compatible with Google Analytics, or comparable, for site traffic tracking.
- Patron data must be exportable by past show attendance for repeat marketing in both email and mail formats.
- Ticketing Contractor should offer ease of importing patron database from previous ticketing system (.csv format).
- The WMA shall remain in control of the domain and shall own all patron data.
- The ticketing system must be compatible with ShareThis! Links on event descriptions to allow buyers to post events on Facebook, Twitter, Digg, etc.
- The ticketing system must have provisions to avoid duplicating and merging of patrons..
- It is preferable, but not mandatory that the ticketing system offer banner ads (customizable by the WMA) on ticketing site with per-click tracking.
- It is preferable, but not mandatory that the Ticketing Contractor offer optional managed email services including data segmentation, storage, and email campaigns, including tracking.
- It is preferable, but not mandatory that any buyer surveys on the ticketing system include custom fields to track source with accompanying report.
- It is preferable, but not mandatory that the ticketing system include fundraising options with online, call center and walkup donations.

Fee Pricing

- The WMA must have the ability to configure box office fees (facility fee, exchange fee, phone charge, Internet fee, variable delivery fees, and all per ticket fees).
- Unlimited pricing codes must allow for different fee structures per ticket types (regular, student, etc).
- All service fees from Ticketing Contractor must be per ticket.
- There shall not be any monthly support fees. Support from the Ticketing Contractor must be 24/7 with live voice pickup (no voice mail)
- Ticketing Contractor must provide initial set-up and venue map construction.
- WMA shall have the option to charge patron for Print@Home tickets.
- WMA shall have the option to charge patron for Will Call tickets.
- WMA shall have the option to charge patron for Print@Home delivery.
- WMA shall have the option to charge patron for mobile device delivery.
- It is preferable, but not mandatory that the Ticketing Contractor establish a program that provides revenue opportunities to the City, as outlined in Part VI Pricing Requirements.

Other Features

- Ticketing Contractor must offer fail-over.
- Ticketing Contractor must utilize a reputable payment gateway (PayFlow Pro, Authorize.Net, etc.). Proposer must list the Payment Gateway utilized. WMA should be able to secure its own Payment Gateway, providing it is compatible with ticketing system.
- Processing must be in real time.
- Online seat selection and Quick Pick/Quick Sell option must be offered as an option for the WMA ticket office to turn ON/OFF for both new and existing events.
- Ticketing Contractor must provide seamless updates at no charge.
- Ticketing Contractor must provide user-friendly ease for customer online ticket purchases.
- It is optional, but not mandatory that the WMA ticket office have the ability to sell both ticket office and website tickets utilizing ticketing contractor's merchant account, and there should not be separate accounts for online and ticket office.

Other Services

- Ticketing Contractor must offer optional Call Center services. Call Center must not be outsourced to a third party and must provide the following features:
 - o In house
 - o Live voice
 - o Selling only tickets
 - o Optional extended hours
 - Ticketing Contractor must offer order fulfillment and buyer support via the Call Center.
 - Ticketing Contractor must provide its standard ticket stock for use by WMA.
 - Ticketing Contractor must offer customized, branded ticket stock and a variety of stock options for purchase by WMA with discounted pricing.

CONTRACTOR SHALL BE REQUIRED TO ADHERE TO ALL STATED REQUIREMENTS UNLESS THEY SPECIFICALLY LIST EXCEPTIONS IN SECTION 4.2.8.(exceptions will be evaluated accordantly).

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** Although proposals are accepted ‘hard copy’, the City of Fort Lauderdale uses Bidsync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from Bidsync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in Bidsync well in advance of their intention of submitting a proposal to ensure familiarity with the use of Bidsync. The City shall not be responsible for a Proposer’s inability to submit a proposal by the end date and time for any reason, including issues arising from the use of Bidsync.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer’s response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 (“Public Records Law”). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer’s response to the RFP purporting to require confidentiality of any portion of the Proposer’s response to the RFP, except to the extent that certain information is in the City’s opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (“Public Records Laws”), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer’s response to the RFP constitutes a Trade Secret. The city’s determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city’s officers, employees, and agent, against any loss or damages incurred by any person

or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

4.1.6 ONE original and ONE copy plus FIVE electronic (soft) copy of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.

4.1.7 By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 50 pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled DVD/CD in a paper sleeve. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

4.2.3 Experience and Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the proposer shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available software, technological capabilities, additional sources of revenue attainable via your company, and other available resources, such as events, sponsorships, advertising revenue, you offer for the project.

Additionally, the proposal should specifically address:

- a. Sources of potential revenue, including convenience fee revenue sharing; internet per order charge revenue share; potential event bookings; any other source of potential revenue.
- b. Estimation of revenue per year that could be achieved.
- c. Detailed plan for new ticketing system implementation and process for events conversion/system switch over. Complete and detailed information on event programming/set-up portal(s).
- d. Technology options , such as ticket scanning technology, customer demographics targeting; email marketing possibilities; any other technology to enhance marketing outreach.
- e. Ability of venue to set its own convenience fee pricing schedule.
- f. Specific details of available price levels and price types that can be used for events.
- g. Proposal should include examples of sales reports, such as sales audits; event maps; tax settlement audits; sales by geographic location, etc.

4.2.5 References

Provide at least five references, preferably government owned venues and venues of similar size, i.e.: 1500 to 3500 capacity.,

- Client Name, entity, address, contact person telephone and current E-mail addresses.
- How many years as a client.
- Number of events, per year, sold via the ticketing system.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

4.2.6 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.7 Subcontractors

There shall be no subcontracting of services by proposer, excepting hardware installation.

4.2.8 Confirmation / Exceptions

Proposer must use this section to confirm that they meet all requirements stated in SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES or provide details of any variances / exceptions . City does not necessarily accept any variances contained in the proposal. All variances submitted are subject to review and approval by the City. If any proposal contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

4.2.9 Required Forms

a. Cost Proposal (Section VI)

Provide firm, fixed, costs and revenue potential for all services/products using the form provided in this request for proposal. These firm fixed costs and potential revenues for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

b. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

c. Local Business Preference (LBP)

This form is to be completed, if applicable, and inserted in this section.

d. PCI Compliance Certification

Firms that possess PCI compliance certificates are to include them with their proposal.

e. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

f. Bid Proposal Certification Page

Complete and attach the Proposal Certification provided herein.

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City’s Formal solicitation process, requiring City Commission action, may be found at <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Office at 954-828-5933.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list no less than three Proposals, assuming that three proposals have been received, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short listed Proposers. The Evaluation Committee shall then re-score and re-rank the short listed firms in accordance with the weighted criteria.

5.1.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

5.1.5 The final ranking and the Evaluation Committee’s recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria

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

Understanding of the overall needs of the City for ticketing services, as presented in the narrative proposal. This will include problem identification and the proposed method to accomplish the work required. Includes meeting requirements stated in SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES	10%
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Experience, qualifications and past performance of the proposing firm, including persons proposed to provide the services, facilities, resources and references.	15%
Technology capabilities.	10%
Venue/Map options; Administration; Point of Sale, Patron Services, Patron services (accessibility; ease of ticket purchase process; convenience and processing fees paid by patron; refund and lost ticket policies; cancelled event policies; phone sales operating hours, etc.).	15%
Fee Pricing / Pricing Requirements, (convenience charges; inside charges to WMA; convenience charge scaling per ticket price); potential new event bookings	20%
Total annual revenue to the City (as shown in Part VII Cost Proposal)	30%
TOTAL PERCENT AVAILABLE:	100%

5.3 Contract Award

The City reserves the right to award a contract to that Consultant who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

END OF SECTION

SECTION VI - COST PROPOSAL PAGE

Proposer Name: _____

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor must quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

PER TICKET FEES, (i.e. Convenience Charges, Inside Charges, Box Office Charges, Internet/Phone Charges, Retail Sales Charges): \$ _____

TOTAL PER TICKET FEES BASED ON 20,000 TICKETS SOLD/YEAR: \$ _____

TOTAL ANNUAL REVENUE TO CITY (based on 20,000 tickets sold): \$ _____

TOTAL ANNUAL REVENUE TO CITY FROM NEW EVENT BOOKINGS \$ _____

GRAND TOTAL \$ _____

Please include a pricing sheet detailing the potential revenue for the City based upon current provider's fee structure.

Include any additional opportunities for revenue such as banner ads, custom stock, and convenience fees participation if applicable, etc.

Submitted by:

Name (printed)

Signature

Date

Title



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

RFP/ ITB No. 275-11933
TITLE: COMPUTERIZED TICKETING SERVICES

ISSUED: 5/11/17

This addendum is being issued to make the following change(s):

- 1. **Section 2.23 – Payment and Performance Bond** section shall be changed as follows:

2.23.1 The Proposer shall within fifteen (15) working days after notification of award, furnish to the City a Payment and Performance Bond, in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Payment and Performance Bond. The Performance Bond must be executed by a surety company or recognized standing to do business in the State of Florida and having a resident agent.

All other terms, conditions, and specifications remain unchanged.

(Insert Buyer’s Name)
(Insert Buyer’s Title)

Company Name: _____
(please print)

Bidder’s Signature: _____



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

Date: _____

Question and Answers for Bid #275-11973 - Computerized Ticketing Services

Overall Bid Questions

Question 1

Under Section 2.8 Payment Method it states see Contract Payment Method attached but I see no attached document?

Please advise? (Submitted: May 8, 2017 2:41:38 PM EDT)

Answer

- That statement is to be disregarded. That particular contract payment method statement is not for this contract. (Answered: May 10, 2017 9:26:39 AM EDT)

Question 2

Can electronic copies of RFP response be submitted via Flash Drive instead of DVD/CD? (Submitted: May 10, 2017 9:16:29 AM EDT)

Answer

- Yes (Answered: May 10, 2017 9:26:39 AM EDT)

Question 3

Do we need to qualify our company to do business in Florida prior to bid submission or can we qualify upon contract award? (Submitted: May 10, 2017 9:17:37 AM EDT)

Answer

- 5.17 ELIGIBILITY: If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City. (Answered: May 10, 2017 9:26:39 AM EDT)

Question 4

Under General Conditions Section Part IV / 4.01 Performance Bond. Can you please explain in more detail how this needs to be calculated and what amount needs to be paid as part of the RFP? (Submitted: May 10, 2017 10:07:51 AM EDT)

Answer

- 500K - See addendum #1 (Answered: May 11, 2017 12:24:55 PM EDT)

Question Deadline: May 24, 2017 5:00:00 PM EDT