

**CITY OF HARTFORD**  
**HARTFORD PARKING AUTHORITY**  
[www.hartfordparking.com](http://www.hartfordparking.com)

**REQUEST FOR PROPOSALS**  
**RFP #080411**

**On-Street Parking Operations and Management, Enforcement,  
Parking Citation Information Management, Meter Collections and  
Maintenance-Repairs and/or Operations and Management of the  
Church Street and Morgan Street Garages  
For the  
Hartford Parking Authority**

Date Issued: August 4, 2011

**Proposal Due Date: October 5, 2011 at 4:00 P.M. EST**

*Send all sealed Proposals to:*

**Hartford Parking Authority  
Administrative Office  
155 Morgan Street  
Hartford, CT 06103  
Phone (860) 527-7275  
Fax (860) 549-7275  
Attn: Mark K. McGovern, CEO**

During the period beginning with receipt of this RFP and until a Contract is awarded, Proposers shall not contact any employee of the City of Hartford, the Hartford Parking Authority or any consultants or attorneys involved in this process for additional information, except as noted in the RFP. Any unauthorized conversations or communications concerning this RFP with any City or HPA employee or any consultants or attorneys involved in this process prior to contract award are prohibited and may be grounds for disqualification.

RFP Release:	August 4, 2011
Mandatory Proposer Conference:	August 19, 2011
Proposals Due:	October 5, 2011

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## **DOCUMENT INFORMATION**

### **DOCUMENT OWNERSHIP AND HISTORY**

This document is property of the Hartford Parking Authority (“HPA”) and its contents cannot be disseminated or distributed, in part or whole, without prior written approval from HPA.

### **INTERPRETATION OF THIS RFP**

A term defined in the singular may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which also govern all other language in this RFP. The words “include” and “including” shall be construed to be followed by the words: “without limitation.” Each of these terms shall be interpreted as if followed by the words “(or any part of it)” except where the context clearly requires otherwise. Every reference to any document, including this RFP, refers to such document as modified from time to time to the extent authorized or allowed by HPA, and includes all exhibits, schedules, addenda and riders to such document. The word “or” includes the word “and.” All schedules, exhibits and addenda attached to this RFP are hereby incorporated into and made part of this RFP in their entirety. Every reference with regard to federal, state or local law includes any amendments and modifications, from time to time for which the Proposer is responsible for understanding, tracking and assessing.

Prospective Proposers are advised to familiarize themselves with Section 10, Glossary of Defined Terms, in order to enable a complete and accurate review of this RFP.

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## **Section 1. Introduction**

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### **1.1 Purpose**

The purpose of this RFP is to solicit proposals from qualified Proposers for On-Street Parking Operations and Management, Enforcement, Parking Citation Information Management and Meter Collections and Maintenance-Repairs and/or Operations and Management of the Church Street and Morgan Street Garages. A more complete description of the services sought is provided in Sections 5 and 6 of this RFP.

HPA seeks qualified Proposers that will apply their parking operations experience from other U.S. jurisdictions and provide HPA with a proposal for the implementation on an aggressive but achievable timetable. Based upon the Proposer's experience in the field, its assessment of HPA's needs, and the structure and content of its Proposal, the implementation timetable may proceed in phases/be shorted/be extended, as long as those phases/changes produce visible and measurable improvements to the delivery of HPA services to the citizens, and HPA Stakeholders. The schedule proposed by the Proposer, and the HPA's determination as to how that schedule meets HPA's overall objectives, will be important factors in the evaluation process.

At the time of submission the Proposer shall designate whether the Proposal is responsive to Section 5, 6 or both. HPA reserves the right to disqualify any Proposal that does not clearly designate the subject matter of the Proposal.

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### **1.2 On-Street Parking Services**

Section 5 of this RFP sets forth, in detail, the "Scope of Services and Selected Contractor Tasks: On-Street Parking Services". This summary provides an overview of the services expected from the Proposer.

On behalf of the City of Hartford, the HPA is responsible for on-street enforcement and parking citation management within a system of approximately 1,770 metered parking spaces, including those on the Hartford Public Library Parking Deck. HPA assumed responsibility for parking citation management from the City's Tax Collector's Department in February, 2006. Rather than performing related duties internally, the HPA's on-street parking enforcement, meter collection, parking citation management information system, maintenance, and repairs program is administered under contract, by a parking management firm. This includes but is not limited to issuing citations (parking tickets), identifying registrants, mailing notifications, and collecting related fines, fees and penalties. Parking tickets are also issued by Police Officers and three (3) Parking Controllers under the supervision of the Traffic Division of the Hartford Police Department ("HPD"). The Parking Citation Information Management System ("PCIMS") is used to account for parking tickets and related fines and penalties.

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The City's Corporation Counsel's Office manages the Citation Hearing Office ("CHO") which conducts hearings for protested tickets and is located in the Morgan Street Garage. The on-street program operates out of the Office of Parking Management ("OPM"), also located in the Morgan Street Garage.

Approximately 77,000 parking citations, with a total value of approximately \$3,026,500.00, were issued between July 1, 2010 and June 30, 2011.

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### 1.3 Off-Street Parking Services

Section 6 of this RFP sets forth, in detail, the "Scope of Services and Selected Contractor Tasks: Off-Street Parking Services". This summary provides an overview of the services expected from the Proposer. The off-street services are

- **Church Street Garage, 200 Church Street.** The Church Street Garage was built in 1954 and is located within the block bordered by Trumbull, Church, Ann and Chapel Streets. In 1986, two additional above ground levels were added.

The facility has a total of eight (8) levels (one (1) below ground), and 1,299 parking spaces. It has three (3) elevators and five (5) stairwells with access to Church, Trumbull, Chapel, and Ann Streets. A third-floor walk-over connects the garage to the XL Center located directly across Church Street. One-hundred (100) spaces at the lower level are reserved for the adjoining Hilton Hotel guests.

The Church Street Garage's current utilization rate is greater than 100%, accommodating large parking populations for Hilton Hotel, Prudential, United HealthCare Services, Inc. and other corporate clients. The balance of the patron base consists of individual monthly parking patrons, and transient parking patrons. Event parking is heavy. Business office and cashiering hours are twenty-four (24) hours a day - three hundred sixty-five (365) days of the year.

- **Morgan Street Garage, 155 Morgan Street.** The Morgan Street Garage consists of 2,290 parking spaces on eight (8) levels, with ten (10) lanes of ingress and egress serving monthly and transient parking patrons. There are five (5) elevators and four (4) stairwells with access to Market, Morgan and Talcott Streets as well as Columbus Boulevard. The Morgan Street Garage's utilization rate is approximately 45% and serves large parking populations for Capital Community College, the City of Hartford, and other corporate clients. Event parking is minimal. This building structure also houses the HPA's Administrative Office, the OPM, and the City's CHO.

The Morgan Street Garage is open to the public twenty-four (24) hours a day - three hundred sixty-five (365) days of the year. Customer business and cashiering hours are 7:00 A.M. - 10:00 P.M., Monday thru Friday, and closed Saturdays and Sundays due to limited traffic (subject to change). In addition, the facility has more than 10,000 sq. ft. of commercial retail space that is currently vacant. The HPA maintains leasing responsibilities for this space.

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## 1.4 Qualified Proposer

To be considered “qualified,” a Proposer must have:

- Experience with on-street and off-street parking operations and management within the last five (5) years;
- Experience working at the direction and under the authority of public parking authorities or departments within the last five (5) years;
- Qualified personnel experience in the management, operation, and maintenance and of garages on a daily basis, as more fully set forth in Section 6 of this RFP;
- Experience in providing the highest degree and standard of conduct, as more fully set forth in Sections 5 and 6 of this RFP;
- Experience in collecting parking fees and forward such revenues to public parking authorities of departments, as more fully set forth in Sections 5 and 6 of this RFP;
- Qualified as a Responsible Candidate under the provisions of the Municipal Code of the City of Hartford, as may be amended from time to time and at all times applicable to the Responsible Candidate and Proposer (“Hartford Code”); and,
- Experience in marketing, promoting and advertising garages to maximize utilization of the garage and generation of revenues.

Proposals must meet all requirements of this RFP. However, if based on a Proposer’s experience, there are alternative implementation approaches that will ultimately achieve HPA’s objectives, but through different solution approaches, the Proposers are encouraged to offer such alternatives and their rationale. Such alternative information shall not be provided in lieu of, but in addition to RFP required responses, and must be clearly marked as such. The HPA will give strong consideration to alternatives in Proposals if it is determined that such alternative enhances the development, implementation, and operational aspects of and the timetable for the Project.

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## **Section 2. Overview and Purpose**

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### **2.1 Authority**

The HPA is responsible for regulating, maintain and controlling parking within the City of Hartford. In this respect HPA may "...contract and be contracted with.... (and) enter into all contract and agreement necessary or incidental to the performance and executions of its duties and the execution of its powers" under §10-14 of the Hartford Code, as may be amended from time to time. The Chief Executive Officer is authorized to review, negotiate and execute a Contract with the successful Proposer, following approval of the HPA Board of Commissioners.

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### **2.2 HPA Goals**

The HPA is seeking one or more firms to operate and manage the following in the most efficient and effective manner and within parking industry best practices:

- On-street parking, which includes enforcement, meter collections, maintenance and repairs;
- Development and implementation of a highly functioning and accessible PCIMS;
- The Church Street Garage (1,299 spaces); and,
- The Morgan Street Garage (2,290 spaces)

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### **2.3 Key Objectives of this Procurement**

In support of HPA's stated goals, the implementation of the Contract emanating from this RFP will, among other things, result in the:

- A high degree of customer service provide to parking patrons;
- An efficient public parking system that contains costs and maximizes revenue potential;
- A public parking system that leverages technology to its fullest; and,
- Partner(s) that the HPA can rely on for creative marketing and problem solving



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## Section 3. RFP Schedule and Process

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### 3.1 Schedule

The timing and sequence of procurement events associated with this RFP will be determined solely by the HPA. The HPA will be using Competitive Negotiation for this procurement, and as such, has developed a schedule regarding the preparation of Proposals and other events.

The key events and deadlines for the RFP process are as follows, some of which are set forth in more detail in the Sections that follow:

Date	Event
August 4, 2011	<u>Issuance of RFP.</u>
August 4 through September 16, 2011	<u>Submission of Written Questions.</u>
August 19, 2011	<u>Proposer Conference.</u>
September 23, 2011	<u>HPA's Response to Written Questions.</u> To be posted on HPA website.
October 5, 2011	<u>Proposals Due.</u>
October 5, 2011	<u>Commencement of RFP Evaluation Process.</u>
Week of October 17, 2011	<u>Demonstrations and/or Interviews.</u>
TBD	<u>Commencement of Optional Meetings with Proposers.</u>
Early November 2011	<u>Recommendation to HPA Board and Commencement of Negotiations of the Contract.</u> HPA will commence negotiations with the selected Proposer on this date. Details of the process and location shall be shared with the selected Proposer shortly before that date.
TBD	<u>Execution of the Contract.</u>
TBD	<u>Projected Start Date.</u> HPA desires to have the Contractor commence work at the earliest possible date.

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### **3.1.1 Submission of Written Questions.**

During this period, Proposers are permitted to submit written questions. If HPA determines it is in its best interest to do so, it may increase both the question and response periods. All questions shall be submitted via email to HPA in the manner set forth in Section 3.4.

### **3.1.2 HPA's Response to Written Questions.**

Throughout this period, HPA will provide its responses to the written questions submitted by Proposers, and when possible, will do so within one week, at which time HPA will issue an addendum to all Proposers. HPA reserves the right to not answer certain questions if it determines that such questions are not pertinent to this procurement.

### **3.1.3 Proposals Due.**

Proposals are due by 4:00 P.M. EDT on October 5, 2011, at the address set forth in Section 3.3 of this RFP, along with a signed Transmittal Letter, and all required forms and documents as set forth in Section 9.13. All Proposals will be time-stamped upon receipt and held in a secure location until this date. Proposals submitted after this date will not be accepted.

### **3.1.4 Commencement of RFP Evaluation Process.**

At this time, HPA will review each Proposal for compliance with the instructions and conditions set forth in this RFP and the attachments hereto. HPA, at its option, may seek Proposer retraction and clarification of any discrepancy/contradiction found during its review of Proposals. At a minimum, Proposers must:

- 3.1.4.1 Provide information that demonstrates financial soundness;
- 3.1.4.2 Provide a complete Proposal, including all required forms and signatures;
- 3.1.4.3 Agree to Proposal conditions and the RFP process; and,
- 3.1.4.4 Comply with RFP format.

Any Proposal that is not in compliance with the foregoing requirements may be eliminated from consideration and such Proposers will be notified promptly.

Additionally, during this period, the Evaluation Committee will conduct a full detailed evaluation of Proposals that have complied with the RFP requirements. The evaluations will be based on the evaluation criteria set forth in Section 7.

### **3.1.5 Commence Meetings with Proposers.**

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Following Proposal presentations and the receipt of any follow-up questions, HPA will determine whether it is in its best interest to issue a request for BAFFPs or to complete the evaluation process with the Proposals and additional insights, knowledge and information it has received to date. Prior to the issuance of a BAFFP, and if HPA determines it is in its best interest to do so, HPA may schedule site visits to one or more of Proposer-sites which are representative of the services requested under this RFP, in order to assess the validity of claims, observe actual operations or for any other matter that will support HPA in its effort to determine the most qualified Proposer.

### **3.1.6 Recommendation to Chief Executive Officer/Board of Commissioners.**

At the completion of the evaluation, the Evaluation Committee will make a final recommendation to the Chief Executive Officer/HPA Board of Commissioners. The HPA Board of Commissioners will select, in the order of their respective qualification rankings, no fewer than three acceptable Proposers (or such smaller number if fewer than three acceptable Proposals have been received) deemed by the HPA Board of Commissioners to be the most advantageous to HPA for providing the required services. The HPA Board of Commissioners will then present a draft Contract, prepared by HPA's counsel, to the Proposer whose Proposal is deemed by the Board to be the most advantageous to HPA, and will attempt to negotiate a Contract with such Proposer in accordance with the applicable law and regulations. Upon failure to negotiate a Contract with such Proposer, the Evaluation Committee may continue the negotiation process and award the right to negotiate such a Contract to the Proposer next most advantageous to HPA, and so on until the Contract is awarded. Should the Evaluation Committee be unable to negotiate a Contract with any of the acceptable Proposers initially selected, Proposals may be resolicited or additional Proposers may be selected based on the original, acceptable Proposals in order of the respective qualification rankings, and negotiations may continue.

### **3.1.7 Contract Negotiations and Execution.**

HPA intends to enter into a comprehensive Contract with the selected Proposer, whereby the selected Proposer shall provide all services necessary to fulfill all of the requirements specified in this RFP. The proposed Contract will be provided to the selected Proposer at the time of notification. HPA will only sign a Contract with a single entity that will be the Contractor, responsible for all of its Contractor Parties, partners' and Subcontractors' work and fully responsible for the development and implementation of all services and deliverables to HPA.

The Contract shall, at a minimum, contain terms and conditions normally associated with transactions of this nature including scope of services, minimum acceptable service levels and requirements, and remedies for failure to perform. The details of determining minimum acceptable service levels shall be subject to discussion with the selected Proposer.

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### 3.2 Proposer Conference

The Proposer Conference will be held for this procurement on August 19, 2011 at 10:00 A.M. EDT, at the Administrative Offices of HPA, as set forth in Section 3.3.

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### 3.3 HPA Point of Contact

Unless otherwise specified, [mcgovern@hartford.gov](mailto:mcgovern@hartford.gov) (e-mail address) is HPA's Point of Contact for purposes of this RFP and subsequent Proposals. Non-electronic communications should be sent to:

Hartford Parking Authority  
Administrative Office  
155 Morgan Street  
Hartford, CT 06103  
Phone (860) 527-7275  
Fax (860) 549-7275  
Attn: Mark K. McGovern

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### 3.4 Proposer Questions, Interpretations, Addenda and HPA Response

HPA intends to answer questions from any Proposer that is considering submitting a Proposal. However, no interpretation or clarification of any part of this RFP will be made orally to any Proposer. Questions received by HPA up until September 16, 2011 at 4:00 P.M. EDT will be answered. *All such questions must be addressed in writing and via email, to HPA's Point of Contact.* HPA will not respond to telephone inquiries or visits by Proposers or their representatives regarding any aspect of the RFP.

In order to ensure proper processing of Proposer questions, Proposers must include reference to RFP #080411 on the subject line of the email message and shall reference the RFP Section/subsection (e.g. Section 3.4 Proposer Questions, etc ...) Questions must be written in twelve point font, and included as an attachment to the email. HPA will endeavor to issue responses to Proposer questions on or about September 23, 2011 and posted on the HPA website. Clarifications or interpretations and any supplemental instructions, if issued, will be issued in the form of written Addenda by U.S. Postal Service "Express Mail" next day delivery service or similar express delivery service, facsimile or email to all parties. Each Proposer shall be responsible for determining that it has received all Addenda issued. Any and all Addenda will be issued to all Proposers and shall become part of this RFP. HPA will not be responsible for, and a Proposer may not rely upon or use as the basis of a claim against HPA or any consultant of HPA, any information, explanation, or interpretation of the RFQ rendered in any fashion except as herein provided.

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## **Section 4. Evaluation Process**

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### **4.1 Evaluation Committee and Selection Process**

The Evaluation Committee will review the proposals submitted in response to this RFP. The Evaluation Committee will develop a short list of at least three (3) firms. All Proposers will then be notified in writing. The Evaluation Committee will then interview the selected Proposers. Proposers selected for interview will be required to present their qualifications to the Committee and demonstrate to the Committee why their firm is most qualified to manage and operate the project. Proposers will be given up to ninety (90) minutes to present their material. The Evaluation Committee will reserve their questions until the end of the presentation. The Evaluation Committee will evaluate the Proposals on the proven ability of each Proposer to perform the requested services and any other factor or criterion that the Evaluation Committee may deem relevant or pertinent for its evaluation of such proposals.

A scope and contract review meeting with the finalist shall be held to determine compliance. Upon completion of a successful scope review, a recommendation will be made by the Evaluation Committee to the HPA.

The award of the contract for the services will be made, if at all, to the Proposer whose evaluation and recommendation by the Evaluation Committee to the HPA results in the HPA determining that such award to such Proposer is in the best interests of the HPA and the City. However, the selection of the Proposer and the execution of a contract, while anticipated, is not guaranteed. HPA reserves the right to reject any or all of the Proposals, or parts thereof, and/or to waive any informality or informalities in any of the Proposals or the procurement process for this RFP, if such rejection or waiver is deemed in the best interests of HPA and the City. Neither HPA, the City nor any of their respective officers, directors, employees or authorized agents shall be liable for any claims or damage resulting from the evaluation, selection, non-selection or rejection of any proposal submitted in response to this RFP.

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### **4.2 Cost Proposal Evaluation**

#### **4.2.1 Proposer Cost Worksheets.**

Proposer Cost Worksheets are included in Schedule B. Schedule B must be filled out without changes, amendments or deletions to the form itself. It must be placed in a separate, sealed envelope that is clearly marked with the Proposer's name, RFP Number and the words "CONFIDENTIAL COST PROPOSAL"

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### **4.3 Best and Final Proposals**

If HPA determines that is in its best interest to enter a BAFP process it will do so in accordance with established standards for Competitive Negotiation, as established in Section 2-549 of the Hartford Code, as may be amended from time to time.

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## **Section 5. Scope of Services and Selected Contractor Tasks: On-Street Parking Services**

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### **5.1 Basic Services**

This Scope of Services outlines expectations and requirements to operate the City's on-street parking operations. Operational changes are permitted in accordance with revisions to the Hartford Code by the Court of Common Council or policy changes enacted by the HPA Board of Commissioners. The Proposal shall set forth costs for operation changes outside the scope of this RFP and shall define such category of change.

Each deliverable shall be delivered to the HPA in a timely manner and in accordance with the contract schedule. In its proposal each Proposer shall address each provision and required services, as set forth in the scope of services; and, if not, please explain why not. The Contractor, at a minimum, shall:

- 5.1.1 Provide a detailed annual budget outlining all anticipated expenses and revenues no later than January 1<sup>st</sup> of each year. The budget must be prepared on a July 1<sup>st</sup> to June 30<sup>th</sup> fiscal year basis. The HPA must approve the Contractor's budget prior to implementation and the Contractor must adhere to the budget unless approved by the HPA. The Contractor must obtain approval from the HPA for all expenses not included in the Contractor's budget before incurring such expenses.
- 5.1.2 Provide monthly revenue and expense statements to the HPA's Chief Financial Officer and any other documentation detailing fees and/or costs due in connection with services preformed.
- 5.1.3 Collect revenues from meter operations and parking citation fines, fees, and penalties. The Contractor shall deposit daily meter and off-street parking revenues directly into an HPA bank account as directed by the HPA.
- 5.1.4 The Contractor shall provide an annual certified financial and management audit of its performance prepared by an independent certified public accountant firm approved by the HPA, at the Contractor's cost.
- 5.1.5 Perform services in accordance with Operating Standards, (See Schedule A), which will require the development of an Operations and Management Plan and Standard Operating Procedures.
- 5.1.6 Make recommendations for additional locations for on-street enforcement and meter service opportunities
- 5.1.7 Provide for all vehicle(s) and related equipment, fueling, repair and maintenance costs.

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- 5.1.8 Conduct operations from and maintain the Office of Parking Management, located at 160 Market Street within the Morgan Street Garage.
  - 5.1.9 Bear the cost of land-line and mobile phone service.
  - 5.1.10 Provide insurance for every aspect of the Contractor's operations and for all equipment in accordance with contract requirements.
  - 5.1.11 Comply with the City of Hartford's Living Wage ordinance.

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## 5.2 On-Street Parking Operations and Management

The Contractor shall provide the adequate and necessary number of employees or other staff with the proper training, background and experience to carry out services such as ticket issuance and collection, meter maintenance and collection, data entry, payment application, refund processing and other necessary customer service related functions.

The following is a summary of the major functions, features and services expected to be performed and provided by the Contractor and its PCIMS, as outlined in Section 5.2.7. The Contractor shall, at a minimum, be capable of providing the parking industry standard for these functions, features and services, as well as provide comparable functions, services and features offered and used by comparable or larger municipalities.

In addition to the following sections, the Contractor shall operate on-street services in accordance with HPA approved Operating Standards (See, Schedule A). In the event of a conflict between this Scope of Services and the Operating Standards, the Operating Standards control.

- 5.2.1 **Contract Area.** The contract area for parking enforcement will include the entire city as defined by the City's corporate boundaries within Hartford County. The City's existing metered areas include the Central Business District, St. Francis Medical Center area and Hartford Hospital area and include approximately 1,770 spaces.

Although specific enforcement areas are noted above, day-to-day enforcement requirements are a changing dynamic. Therefore, the Contractor shall maintain flexibility in making patrol assignments. The Contractor shall coordinate beat assignments with the HPA regularly.



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**5.2.1.1 Expansion of Meters Spaces.** Schedule C, attached hereto, sets forth the existing meter service area which will be covered by the Contract. If, during the term of the contract, the HPA expands its metered service operations in existing areas, the parties may agree to include additional metered spaces using the terms and conditions of this Contract. Any expansion of existing metered service operations by less than one hundred fifty (150) metered spaces in existing areas requested by the HPA shall be undertaken by the Contractor with no change to the initial management fee. Any such expansion in excess of one hundred fifty (150) metered spaces shall be undertaken at an additional reasonable management fee to be negotiated between the HPA and the Contractor at such time. Should the parties fail to reach an agreement to provide such expanded services within a reasonable time, the HPA shall have the right to put the management of any expansion out to bid using its internal procurement guidelines.

If, during the term of the contract, the HPA expands its metered service operations to neighborhood business districts, the parties may agree to include such spaces using the terms and conditions of this Contract. Any such expansion of metered service operations shall be undertaken at an additional reasonable management fee for each neighborhood business district to be negotiated between the HPA and the Contractor at such time. Should the parties fail to reach an agreement to provide such expanded services within a reasonable time, the HPA shall have the right to put the management of any expansion out to bid using its internal procurement guidelines.

**5.2.2 Hartford Public Library Parking Deck.** The Hartford Public Library Deck includes approximately ninety-eight (98) spaces on two levels. The entire lower level and many spaces on the upper level are assigned to City staff or library patrons. Thirty-seven (37) spaces are metered for public use and included in the City's inventory of metered spaces and managed and enforced in the same manner as all other on-street metered spaces.

In addition to collections and enforcement of these spaces, the Contractor shall be responsible for providing the following general cleaning and maintenance of the Hartford Public Library, including, but not limited to:

- 5.2.2.1 Power washing vehicular entrances and exits as directed;**
- 5.2.2.2 Cleaning and maintaining fencing, walls and guardrails;**
- 5.2.2.3 Sweeping and mopping of stairs, landings and pedestrian walkways;**
- 5.2.2.4 Cleaning doors, door frames, signs and light fixtures;**
- 5.2.2.5 Collecting trash on a daily basis;**

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5.2.2.6 Performing daily walkthroughs to confirm that cleaning and maintenance is being performed and to identify potential pedestrian hazards.

5.2.3 **On-Street Parking Enforcement.** The Contractor shall ensure that its parking staff provide exceptional and courteous customer service to pedestrians and motorists, and are trained to provide useful parking related information to citizens, visitors and business owners, such as the location of parking facilities, special event parking and transportation options.

The Contractor shall also have or contract for the necessary facilities to adequately safeguard any coinage approved for overnight storage on an emergency basis. Prior to and after award, the HPA shall have the right to inspect, from time to time, the Contractor's facilities in order to ensure that such facilities are sufficient.

The Contractor shall be responsible for providing, at a minimum, the following services:

5.2.3.1 Assisting and consulting with the HPA as necessary in any design, function or marketing of the HPA's on-street parking programs.

5.2.3.2 Assisting the HPA in implementing changes to its on-street parking program, including working with downtown businesses, neighborhood groups and other organizations as needed.

5.2.3.3 Providing all necessary equipment, including support vehicles, computers, and enforcement equipment.

5.2.3.4 Providing sufficient personnel to issue parking violation citations at the maximum level of enforcement.

5.2.3.5 Providing sufficient staff to enforce street cleaning routes, peak period zones, towing zones, prohibited zones, loading zones, handicap zones, and hourly zones and other parking regulations in accordance with the Hartford Code, as may be amended from time to time. All on-street and off-street parking regulations and fees are available in the Hartford Code Chapter 22 which can be accessed at [www.hartford.gov](http://www.hartford.gov).

5.2.3.6 Providing specialized customer service training for all enforcement personnel.

5.2.3.7 Providing weekly, monthly, quarterly and annual reports as required by the HPA.

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- 5.2.3.8 **Notifying the HPA of any dangerous conditions to pedestrians, automobiles, and property owners immediately.**
  - 5.2.3.9 **Providing recommendations to enhance the overall on-street parking program.**
  - 5.2.3.10 **Providing a staffing plan for meter enforcement and all other on-street parking regulations and issuing parking citations.**

**5.2.4 Hand Held Devices. Parking citations shall be issued through handheld devices (“Handhelds”) provided by the Contractor. A minimum of five (5) Handhelds shall be provided to the Police Department’s Traffic Division for use by the Department’s Parking Controllers, who enforce parking in accordance with a Settlement Agreement between the City and the Police Department, dated January 30, 1992 (Attached hereto as Schedule D), which, in effect, operates as HPA policy.**

**The Contractor shall provide the City with a description and shall document, in detail, the performance capabilities and specifications of the Handhelds which shall be utilized in the Contract as well as the related functions and accessories available and how it interfaces with the PCIMS. At a minimum the Handhelds shall:**

- 5.2.4.1 **Be capable of (a) performing all industry standard functions necessary to maximize efficient citation issuance and data accuracy; (b) programming certain data fields and have specific character requirements to prevent bypassing required data collection fields; (c) issuing citations with barcodes; and, (d) taking up to five (5) pictures per citation and storing the pictures with the associated parking citation.**
- 5.2.4.2 **Have features such as automatic pre-fill of street names, meter location, vehicle makes and models, and other commonly used data fields to minimize repetitive input.**
- 5.2.4.3 **Be able to prompt for required fields that have not been entered and prevent the issuance of an incomplete ticket without acknowledgment by the issuing individual.**
- 5.2.4.4 **Be proven to endure harsh climates similar to the weather experienced in the Northeast and the physical hazards and environments to be encountered on the street (dropping, water, dirt, etc).**
- 5.2.4.5 **Be able to perform full shifts without exchanging power supplies.**

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5.2.4.6 Have the ability to hold all city street names, meter numbers, and “Hot Lists” such as scofflaws and stolen plates.

5.2.5 **Parking Meter Collections.**

5.2.5.1 The Contractor shall provide collection services for approximately two hundred-fifty (250) multi-space parking meters and approximately three hundred seventy-five (375) single space parking meters in various locations in the city on routes and schedules approved by the HPA.

5.2.5.2 The Contractor shall maintain an adequate inventory of collection canisters and a coin counter. Canisters will be used to collect coins that are located within sealed cans inside the parking meters. Only in an emergency situation and with the prior approval of the HPA, may the Contractor keep or store the canisters overnight. Upon expiration or termination of the Contract, the ownership of schedules, maps, keys, canisters and carts shall remain with the HPA. However, the Contractor shall replace and maintain all collection equipment in operational condition. The HPA reserves the right to modify the arrangement at any time. The Contractor shall collect, count and deposit the revenue of each meter and pay-station no less than once every two weeks and more often as required by volume and location. The Contractor shall deposit all collections into the HPA’s bank account on a daily basis as specified by the HPA.

5.2.5.3 The Contractor shall bear the expense of the vehicle(s) that will be placed in service, which shall include GPS tracking for safety purposes. At any time, without notice, during the term of the Contract, the HPA reserves the right to inspect and approve the vehicle(s).

5.2.5.4 The Contractor shall employ all of the safety procedures and devices necessary to transport coins safely from parking meters to a bank accounts designated by the HPA. The HPA will consider proposals to utilize more collectors over fewer days per week.

5.2.5.5 The HPA shall approve all equipment provided by the Contractor, including secured and alarmed vaults within the Office of Parking Management to store meter revenue and citation payments.

5.2.5.6 The Contractor shall bear responsibility for all coin box keys and coin boxes in the performance of its duties. Should keys or locks fail while a coin door is open, the Contractor shall

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report the failure, time and date and location on forms provided by the HPA and shall continue collections.

- 5.2.5.7 The Contractor shall record and report the number and location of any and all meters which are inoperative (i.e., jammed, bagged, etc.) or damaged, and then repaired. The Contractor shall submit all reports to the HPA when the Contractor has completed daily collections. While in the process of meter collection, the Contractor shall ensure that coins which fall from the meter housing are immediately deposited into the collection canister. Under no circumstances will a collector place these retrieved coins on his or her person.
- 5.2.5.8 The Contractor shall make meter collections in accordance with the Contractor's procedures and recommendations approved by the HPA. The route schedule and collection frequency will change periodically as required by normal meter installations, removals, parking demands, rate changes, construction or protection features as required by the HPA. The Annual Management Fee shall not be subject to modification in the event of changes under this section. The HPA also reserves the right to change the collection schedule at any time and may adjust the frequency and timing of the routes as the meter population increases. Collections shall not be performed on HPA holidays or bank holidays. Routes that normally would be collected on those days will be reassigned to other days of the week.
- 5.2.5.9 The Contractor shall ensure that all coin box keys, when not stored temporarily (in a secure fashion) inside the Contractor's collection office or counting room, shall be securely fastened to the collector's person by suitable fastening devices to prevent accidental loss. All collection containers shall remain secure during daily collections. The HPA reserves the right to inspect the collection office, counting room and vehicle to ensure that the coin boxes are secure and safeguarded.
- 5.2.5.10 The Contractor shall permit the HPA to monitor closely the collection operation and to make other security investigations. The Contractor shall assist and cooperate in any investigations undertaken by the HPA, the City's Police Department or any authorized law enforcement agency. The Contractor shall monitor the Contractor's own collections and report to the HPA on these investigations as necessary.
- 5.2.5.11 The HPA reserves the right to collect, with its own personnel, from any meter or number of meters, at any particular time, without compensation to the Contractor. However, the HPA

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**will give notice of such to the Contractor in a timely manner. Collections by HPA personnel because of nonperformance or unexcused delay by the Contractor in performance of its contracted services may cause the HPA to consider the Contractor to be in a material default of the Contract.**

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- 5.2.6 Parking Citation Management.** The Contractor shall propose and provide parking citation management services that include, but are not limited to, the following:
- 5.2.6.1 Citation issuance, collections, late notices issuance, registration holds and coordination with the City's Police Department for towing by the City's towing contractors.**
  - 5.2.6.2 Maintenance all hardware, software, communication links and training necessary.**
  - 5.2.6.3 Operation and maintenance of a complete PCIMS.**
  - 5.2.6.4 All paper goods and postage related to parking citation management services (i.e., ticket books, paper stock, letterhead, envelopes, etc.)**
  - 5.2.6.5 Data acquisition (courier) and data entry.**
  - 5.2.6.6 Data processing for collection of parking citations issued and related correspondence, including issuing of notices required by law.**
  - 5.2.6.7 Management analysis and technical support including professional consulting services for parking management initiatives, as needed.**
  - 5.2.6.8 Access to all departments responsible for the management and administration of motor vehicle titles, registration and licensing in the entirety of the United States and Canada.**
  - 5.2.6.9 Registration holds with the State of Connecticut, Department of Motor Vehicles.**
  - 5.2.6.10 Implementation of the latest technology including electronic handheld computer-based parking citation writers, printers with the necessary software, wireless data processing support for a scofflaw program capability and other advanced technologies that support diverse parking management functions.**
  - 5.2.6.11 Web page development and internet payment capabilities.**
  - 5.2.6.12 Digital imaging and ad hoc reporting capabilities, as necessary.**
  - 5.2.6.13 Interactive Voice Response (IVR) System for telephone payment.**
  - 5.2.6.14 Administrative support for Hearing Officers as it pertains to the adjudication of contested parking citations.**
- 5.2.7 Parking Citation Information Management System.** The primary responsibility of the Contractor shall be to replace the HPA's current system functions and related data and to provide and operate an up-to-date, fully operational and integrated PCIMS covering all requested aspects of this RFP including but not limited to: all necessary personnel,

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hardware, software, database and inventory management, communications, reporting, forms, noticing, imaging, GIS, handhelds, bar-coding and support services.

The following is a summary of the major functions, features and services expected to be performed and provided by the Contractor and the PCIMS. The Contractor shall, at a minimum, be capable of providing the parking industry standard of these functions, features and services, as well as provide comparable functions, services and features offered and used by comparable or larger municipalities that have current contracts with the Contractor.

**5.2.7.1 PCIMS Objectives. The PCIMS shall be capable of:**

- 5.2.7.1.1 Accommodating the issuance of up to three hundred thousand (300,000) citations or more annually.**
- 5.2.7.1.2 Facilitating a more complete collection of citation payments.**
- 5.2.7.1.3 Supporting and monitoring productivity in the areas of: citation issuance, processing and collections and meter collections.**
- 5.2.7.1.4 Providing immediate on-line, real time access to information and transactions associated with citation issuance, processing and collections to the HPA and City offices.**
- 5.2.7.1.5 The PCIMS must be web-enabled and user-friendly.**
- 5.2.7.1.6 Providing comprehensive accounting principals and audit procedures necessary for revenue control.**
- 5.2.7.1.7 Providing reporting on operational performance, statistical and financial information for analysis and management review.**
- 5.2.7.1.8 Providing professional, clear, prompt and efficient customer service.**
- 5.2.7.1.9 Monitoring and maintaining detailed history of the life cycle of all issued citations.**

**5.2.7.2 Reporting. The PCIMS should have flexible, comprehensive and integrated reporting capabilities to allow for the monitoring, review and analysis of all related activities, transactions and performance. The Contractor shall document what their system is capable of providing and its reporting significance. Reporting capabilities such as, but not limited to, parking violation officer performance, the number of citations issued by geographic locations, summonses issued by violation type**



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by officer, parking meter income by zone, and the ability to track a particular citation from issuance to final disposition must also be available. All reports shall be available in time and date parameters.

5.2.7.3 **Special License Plates.** The PCIMS is to include the ability to process citations issued to lease, rental, and fleet vehicles. The Contractor shall detail how the PCIMS manages the various aspects of these types of vehicles to ensure collection of fines.

5.2.7.4 **Processing.** All data collected by the Handhelds is to be downloaded into the PCIMS at the end of each day's shifts at a minimum and available on-line within twenty-four (24) hours of receipt, to ensure up to date and accurate information. Manually issued tickets must be collected and inputted daily and available online within twenty-four (24) hours of receipt. All data must be available in report form to allow for accurate performance review, trend analysis, citation closure rates, GIS analysis, etc. Data being processed should allow for the ability to highlight and/or identify discrepancies such as breaks in citation issuance sequence, irregular and exception transactions, etc.

**Citation Payment and Fine Escalation -** The Contractor shall describe in detail all payment methods that it utilizes. The PCIMS should be capable of recording and applying all whole and partial payment transactions, payments for tickets that have not been updated to the PCIMS, payment adjustments, automatic activation and deactivation of fine and penalty escalation, and non-sufficient funds transactions to the proper citation(s) and accounts. Payments will be updated in real time as entered through the cashier or other payment options (Internet, Pay by Phone). The payment and transaction history of all citations is to be maintained and provided to the HPA monthly. Describe the functions the proposed PCIMS is capable of as well as the security and audit features available to ensure the highest level of integrity for cashiering and payment operations.

5.2.7.5 **Appeals Hearings.** The Contractor's PCIMS shall coordinate the scheduling and decision notification of appeals and hearings. Hearings Officers, retained by and working at the direction of the City's Corporation Counsel's Office, will have access at the hearings to the individual's citation history via a networked computer at the Contractor's local customer service office. The hearings officer will render a final decision and enter the proper transactions into the PCIMS pursuant to state statute and city ordinance. Any fines or adjustments that are taken off hold will be due within a specified time period or the fine will begin to escalate and the applicable noticing process will

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apply. All procedures will be carried out in accordance with the Hartford Code and other applicable State and Federal Statutes, all of which may be amended from time to time.

- 5.2.7.6 **Noticing and Collecting.** The PCIMS shall have an integrated noticing process that automatically sends a minimum of four (4) notices to individuals with unpaid citations (to be based on a schedule to be developed with the HPA). The PCIMS must be capable of automatically generating other types of notices and correspondence as it relates to the appeals process, receipt of full or partial payment and outstanding balances. The HPA and/or City representatives shall provide specifications to the Contractor as to form, content, sequence and timing of notices.

A record of all notices and correspondence sent, date sent, date received (if applicable) will be maintained under the appropriate citation account as well as the master database. These records are to be available for reporting purposes also.

The Contractor shall store all received correspondence and post stamped envelopes for use in possible future disputes. The PCIMS will be able to image correspondence so it is immediately available for reference in the citation account.

The Contractor shall collect outstanding parking ticket fines, fees, and penalties, which cannot be satisfied through programs such as Registration Non-Renewal, Impoundment, or Booting (if implemented).

The Contractor shall be responsible for maintaining collection payments for fine, fees, and penalties, and updating the database on a monthly basis. The Contractor shall submit a plan for special collections of backlogged debt and for ongoing efforts to capture difficult to collect accounts.

- 5.2.7.7 **DMV Interface.** The Contractor shall be responsible for ensuring that the PCIMS interacts each State's Department of Motor Vehicles or equivalent agency and comparable departments in Canada and shall disclose the method of achieving such interaction.

The PCIMS shall maintain an up to date motor vehicle registration or owner file and be capable of placing registration holds with Connecticut Department of Motor Vehicles. In addition, the Contractor's PCIMS shall regularly update vehicle registrant information of the top five states for which tickets have been issued. It shall have the ability to conduct a variety of different searches with full and partial information and the ability to skip trace or use other resources to identify current owner information.

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The PCIMS should be able to differentiate between multiple plates such as commercial and passenger vehicles and distinguish between current and previously registered owners of a license plate.

- 5.2.7.8 Performance. The PCIMS shall be capable of handling all anticipated volumes of data and transactions based on the described needs in this RFP. The PCIMS shall be available, on-line, to authorize HPA personnel at all times. Response time for all Systems should not exceed three (3) seconds. The PCIMS will maintain an aggregate on-line uptime average of not less than ninety-nine (99%) percent of available utilization time based on the hours of 6:00 A.M. to 11:59:59 P.M. The Contractor shall notify the HPA of any anticipated downtime at least one week prior. The Contractor shall provide the HPA with monthly reports as to the PCIMS response and downtimes.

Any errors or malfunctions, emergency in nature or not, must be brought immediately to the HPA's attention and corrected to the HPA's satisfaction. The Contractor shall be responsible for any revenue lost as a result of malfunctions or errors that are not corrected within forty-eight (48) hours.

The Contractor shall be responsible for maintaining an adequate inventory of spare parts to minimize downtime and disruption to the System.

- 5.2.7.9 Security. The PCIMS security features will require different access levels, allowing restricted access by the HPA. The PCIMS must time out users' access after a specified time to prevent unauthorized access. The Contractor shall provide HPA with the details and other pertinent information regarding the security features.

The PCIMS will provide comprehensive audit capabilities, including but not limited to recording all transactions made by personnel. Proper data control security measures shall be in place to prevent employees from damaging, altering or compromising data.

- 5.2.7.10 Acceptance. Final acceptance of the PCIMS by the HPA will occur once it has consistently met the performance requirements specified for a period of thirty (30) consecutive days from the test start date. If the System fails to meet the performance standard after ninety (90) calendar days from the test start date, the HPA may, at its option, request a replacement for the PCIMS or terminate the Contract.

- 5.2.8 PCIMS Project Management. The HPA recognizes that the implementation of the complete PCIMS is a major undertaking that requires significant planning as well as comprehensive project management. This project management shall be the responsibility of the Contractor. Because of the

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size and complexity of the project, the HPA requires the Contractor to provide a dedicated Project Manager with sole responsibility for this contract. The HPA's Associate Director will act as the Contract Administrator to oversee implementation of the PCIMS.

5.2.8.1 **PCIMS ACCESS.** Required locations for access to the PCIMS include:

5.2.8.1.1 HPA's Administrative Office

5.2.8.1.2 Proposer's local office

5.2.8.1.3 City of Hartford Citation Hearing Office

5.2.8.1.4 Office of Parking Management

5.2.8.1.5 HPD's Traffic Division

5.2.8.1.6 City of Hartford, Department of Development Services

5.2.8.2 **PCIMS Implementation.** After contract signing, the Contractor shall be required to provide a detailed PCIMS Implementation Plan subject to approval by the HPA. This Implementation Plan shall include all project phases including service, products, design, programming, hardware installation, training, testing, final cut over and PCIMS acceptance.

The Contractor shall implement a timeline utilizing a standard project management program such as Microsoft Project. A timeline is required to assist in adhering to deadlines and tracking the progress of the project by primary task and all associated sub tasks.

5.2.8.3 **Network Environment.** The Contractor shall coordinate with Metro Hartford Information Services, the City's information technology department, for the installation of any new wiring required for this project as well as certification of any existing wiring (network and electrical) to be utilized by the services and products. Any personnel provided by the Contractor for technical installation shall be properly licensed in Computer Network Wiring, etc.

The Contractor shall supply an "As Built" diagram of the wiring and switches installed and how they are connected to their products and network. The Contractor shall provide a base performance measurement before and after the cut to live. This measurement will include the signal loss of each cable, the length of the cable and a total PCIMS loading/response time. The HPA plans to use these measurements as a baseline

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for future troubleshooting purposes. All network equipment shall support remote monitoring and be remotely manageable.

- 5.2.8.4 **Hardware and Network.** The new service and products, provided by the Contractor, shall utilize standard hardware. The HPA requires a fault tolerant solution or a solution that provides redundant hardware that will meet current availability requirements. The services and products shall have enough processing power to execute commands in less than 1 second. Commands that search databases should return data within 1.5 seconds excluding outside database interfaces.

The Contractor shall specify the latest server hardware available at the time of required installation (to be agreed upon by the Contractor and the HPA). The purpose is to ensure that the service and products have the most powerful processors that are available in the market place as close to the go-live date as is possible, taking into consideration the Contractor's ability to support the software to this hardware. Servers should remain hot backups for each other. If one fails, the others shall automatically assume the load and it shall be seamless to the users. The proposed PCIMS will use a DVD-ROM or optical media and tape for backups or history dumps of archived data. The proposed PCIMS shall be capable of producing more than one copy at a time since the HPA plans to store one copy on-site and another off-site in a fireproof safe.

The Contractor shall be responsible for and shall provide HPA with a detailed list of the mainframe or server equipment and the hardware peripherals which will be committed to and utilized by the Contractor. In addition, the Contractor shall provide the anticipated maintenance plan for the hardware. The Contractor shall provide all maintenance on hand-held units, printers and chargers, plus any costs to return items to the factory. It shall be the Contractor's sole responsibility to replace damaged equipment in a timely manner.

- 5.2.8.5 **Software.** The Contractor shall submit a detailed list of the resident software package, which will be committed to and utilized by the Contract. Said software shall be customized to the HPA's specifications with unlimited parameters for refining the parking operations and PCIMS. In addition, the Contractor shall provide the anticipated maintenance plan for the software. Maintenance will be at the SP's expense, plus any return costs associated. It shall be the Contractor's responsibility to replace damaged software in a timely manner.

Proposed "System(s)" shall be maintained and operated with integrating software, with relationships established to allow retrieval and update of related information across program

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areas. The proposed "System(s)" shall integrate software components stated in this section and maintain a central database, which supports all functions.

- 5.2.8.6 **Interface.** The PCIMS shall interface its new services, equipment and products with the existing service, equipment and products. The new PCIMS will include connections to all required interfaces.

The proposed PCIMS shall be based on the following configuration:

- 5.2.8.6.1 Training, test, back-up services;
- 5.2.8.6.2 Operating software;
- 5.2.8.6.3 Spatial data storage strategy;
- 5.2.8.6.4 MIS database software;
- 5.2.8.6.5 Workstation operating software;
- 5.2.8.6.6 Sufficient workstation software licenses.

- 5.2.8.7 **Requirements for Interfacing:**

- 5.2.8.7.1 Hardware and Network Requirements
- 5.2.8.7.2 Workstation configuration
- 5.2.8.7.3 Database Standards
- 5.2.8.7.4 Graphical User Interface
- 5.2.8.7.5 Control Measures
- 5.2.8.7.6 Testing
- 5.2.8.7.7 Availability Level

- 5.2.8.8 **Data Conversion.** The HPA desires to upgrade all existing history data from current systems to a format that will look the same as data created on the PCIMS. When users access this history information, all data fields need to be populated, with as much of the legacy data from the current system as possible. The HPA recognizes that there will be certain data fields with the proposed PCIMS that may require null data because the current system does not contain equivalent data.

This RFP requires that, in the event the Contract is not the existing contractor, the PCIMS shall be initially loaded from a master file residing with the current contractor. The Contractor shall be required to perform an interface with the current contractor to conduct conversion activities. It will be the Contractor's responsibility to do all programming and testing to ensure that the conversion has been successfully completed. It will be the HPA's and the existing PMIS

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contractor's responsibility to supply the data, as is, from the existing parking databases and for conversion purposes to define the storage format and describe the data elements stored in the databases.

The HPA will determine the completion of the improvements according to its standards. The Contractor shall provide an anticipated timetable and work schedule for the conversion process.

- 5.2.9 Meter Management.** Six (6) months after the PCIMS is in operation, the Contractor shall specify parking meters (multi- or single-space) that are in need of replacement. The Contractor shall provide bid administration assistance to the HPA and oversee the installation of new parking meters as needed. All parking meters and meter related equipment shall be the property of the HPA. The Contractor shall also be responsible for re-keying all parking meters during the first sixty (60) days under contract and painting all meter polls within four (4) months of commencement of Work under the contract that emanates from this RFP.

The Meter Management Subsystem ("Meter Subsystem"), at a minimum, shall record the following meter information: meter maintenance performed, revenue collected, preventative maintenance and collection schedules, meter inventory (number, location), maintenance and collection routes, meter bagging, meter outages and work order history.

The Meter Subsystem shall be capable of tracking, maintaining, and generating reports on all relevant meter related data. The Contractor shall be responsible for providing personnel to perform all field and office operations needed to operate a meter program such as:

- 5.2.9.1 Meter maintenance;
- 5.2.9.2 Meter security (internal and external);
- 5.2.9.3 Adequacy of supplies i.e. receipts for Pay-and Display meters;
- 5.2.9.4 Fresh batteries for meters;
- 5.2.9.5 Meter signage;
- 5.2.9.6 Meter collections;
- 5.2.9.7 Meter auditing;
- 5.2.9.8 Meter counting and depositing; and,
- 5.2.9.9 Meter administrative functions.

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The Meter Subsystem, at a minimum, will track inventory, complaints, outages and repairs. It will be integrated with the ticket data to insure timely and accurate customer service response and appeals support. Once the Meter Subsystem records a meter outage, a work order will be automatically generated and will remain open until the meter is repaired. Handheld devices shall be able to capture basic information such as collection amounts and times and repair data from the meters.

- 5.2.10 **Regulated Parking Sign Management.** There will be a Signage Subsystem that will inventory all signs that regulate on-street parking. It will track removal, additions and maintenance performed by the City's Department of Public Works (DPW) and coordinated by the HPA and DPW. Information recorded will include location, sign type (Tow Zone, Handicapped, No Parking, etc.) time limit assigned (if applicable), date installed, date removed, date recorded into Signage Subsystem. Efforts shall be coordinated through the HPA and DPW to establish an effective procedure to monitor parking sign removals, installations and requests.
- 5.2.11 **Immobilization and Enforcement of Scofflaw Violations.** The HPA does not perform immobilization, but does operate a Scofflaw Program with the City's Police Department. The Contractor shall coordinate the Scofflaw Program activities with the Police Department. Please describe the firm's experience in administering a Parking Enforcement Immobilization Program that enables enforcement officers to verify outstanding parking citations by electronically scanning license plates and immobilize any vehicle with six (6) or more unpaid parking citations. In the event HPA is authorized to proceed with such a program the Contractor shall work with the HPA in the development of such program.
- 5.2.12 **Permit Management - Residential Permit Parking.** HPA does not currently have a Residential Permit Parking ("RPP"), but may implement one if feasible. Please describe the firm's experience managing such a program(s) and provide details regarding features, functions and capabilities. In the event HPA is authorized to proceed with such a program the Contractor shall work with the HPA in the development of such program.
- 5.2.13 **On-Street Parking Consulting and Public Relations.** The Contractor shall have parking management consulting experience and resources available to assist the HPA in providing the highest quality on-street parking services possible. List the types of services that have been successfully provided to other urban jurisdictions. Specifically, the Contractor shall be expected to assist the HPA in educating the public in connection with on-street parking matters.
- 5.2.14 **Customer Service.** The ability to professionally, effectively and efficiently handle customers is of extreme importance to the HPA. The Contractor will be representing the HPA and the City. A customer service center shall be located at the Contractor's main Hartford site and be open to the public during normal business hours 9:00 AM to 5:00 PM.



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**Weekdays. The PCIMS will provide alternative points of contact such as telephone IVR, remote kiosk, and the Internet, allowing customers to obtain citation specific information and make payments. Describe in detail, the features, functions and capabilities to be provided by the Contractor and how these functions are integrated into the PCIMS.**

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## **Section 6. Scope of Services and Selected Contractor Tasks: Off-Street Parking Services**

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### **6.1 Basic Services**

This Scope of Services outlines expectations and requirements to operate the City of Hartford's off street parking operations at the Church Street and Morgan Street Garages (Garage(s)). Changes are permitted in accordance with revisions to the Hartford Code by the Court of Common Council or policy changes enacted by the HPA's Board of Commissioners.

Each deliverable shall be delivered to the HPA in a timely manner and in accordance with the contract schedule. In its proposal each Proposer shall address each provision and required services, as set forth in the scope of services; and, if not, please explain why not. The Contractor, at a minimum, shall:

- 6.1.1 Provide a detailed annual budget outlining all anticipated expenses and revenues no later than January 1 of each year. The budget must be prepared on the basis of a fiscal year that commenced on July 1<sup>st</sup> and ends on June 30<sup>th</sup>. The HPA must approve the Contractor's budget prior to implementation and the Contractor must adhere to the budget unless approved by the HPA. The Contractor must obtain approval from the HPA for all expenses not included in the Contractor's budget before incurring such expenses.
- 6.1.2 Provide monthly revenue and expense statements to the HPA's Chief Financial Officer and any other documentation detailing fees and/or costs due in connection with services preformed.
- 6.1.3 Collect revenues from Garage operations. The Contractor shall deposit daily revenues directly into an HPA bank account as directed by the HPA.
- 6.1.4 The Contractor shall provide an annual certified financial and management audit of its performance prepared by an independent certified public accountant firm approved by the HPA, at the Contractor's cost.
- 6.1.5 Perform services in accordance with Operating Standards, (see, Schedule A), which will require the development of an Operations and Management Plan and Standard Operating Procedures.
- 6.1.6 Make recommendations to improve Garage operations.
- 6.1.7 Provide for all vehicle(s) and related equipment, fueling, repair and maintenance costs.
- 6.1.8 Conduct operations from and maintain Garage management offices.
- 6.1.9 Bear the cost of land-line and mobile phone service.
- 6.1.10 Provide insurance for every aspect of the SP's operations and for all equipment in accordance with contract requirements.

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- 6.1.11 Comply with the City of Hartford's Living Wage ordinance.

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## 6.2 Off-Street Parking Operations and Management

In addition to the following sections, the Contractor shall operate and manage the Garages in accordance with HPA approved Operating Standards (See, Schedule A). In the event of a conflict between this Scope of Services and the Operating Standards, the Operating Standards control.

- 6.2.1 **Staffing.** The Contractor shall be responsible for a staffing plan for personnel management and shall hire, train, and supervise a sufficient number of personnel to operate the facilities in accordance with this Scope of Services, Operating Standards (See, Schedule A). and commonly accepted parking industry standards. If requested by the HPA, the Contractor shall have background checks conducted and submitted for review, in accordance with applicable law.

The HPA requires the Contractor to consider hiring existing staff as a means of promoting continuity with operations. However, if the Contractor does not consider an existing staff member to be qualified, they are not bound to hire him/her.

- 6.2.2 **Customer Service and Satisfaction.** The Contractor shall provide customer service training to all employees to promote the highest level of professionalism and customer service in order to ensure that all employees of the Contractor render the utmost courtesy in all dealings with the public. In addition, an annual customer satisfaction survey shall be conducted and submitted for review and a customer complaint log shall be kept.
- 6.2.3 **Revenue Control.** The Contractor shall be responsible for collecting revenue; coordinating secure cash pick ups; depositing funds into a HPA designated bank account and implementing appropriate audit controls. In addition, the Contractor shall provide a secure and alarmed vault in the parking management offices of each Garage.
- 6.2.4 **Accounting.** The Contractor shall be responsible for the issuance of proximity cards to patrons; invoicing corporate and validation accounts; managing accounts payable and receivable and submitting monthly revenue and expense statements to the HPA. The Contractor shall provide an annual financial and management audit of its performance prepared by an independent certified public accountant firm approved by the HPA.
- 6.2.5 **Budgeting.** The HPA's fiscal year begins on July 1<sup>st</sup>. The Contractor shall be responsible for submitting, for approval, an annual budget for each Garage by January 1<sup>st</sup> of each year. Said budget shall estimate all revenues and expenses for the fiscal year.

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- 6.2.6 Maintenance.** The HPA expects its Garages to be operated in a first class manner, which requires meticulous cleaning, maintenance and attention to detail.
- 6.2.6.1 General Cleaning and Maintenance.** The Contractor's responsibility for maintenance shall include, but not be limited to, the following:
- 6.2.6.1.1** Cleaning revenue control equipment (exterior), Garage management offices, parking attendant booths and restrooms.
  - 6.2.6.1.2** Power washing vehicular entrances and exits if directed.
  - 6.2.6.1.3** Cleaning and maintaining fencing, walls and guardrails.
  - 6.2.6.1.4** Sweeping and mopping of stairs, landings, vestibules, elevator lobbies and pedestrian walkways.
  - 6.2.6.1.5** Cleaning doors, door frames, signs and light fixtures.
  - 6.2.6.1.6** Cleaning restrooms (Garage management offices) on a daily basis, or more frequently if directed.
  - 6.2.6.1.7** Collecting trash on a daily basis.
  - 6.2.6.1.8** Replacing light bulbs in Garage management offices, lobbies, restrooms and attendant booths.
  - 6.2.6.1.9** Performing daily walkthroughs to confirm that cleaning and maintenance is being performed and to identify potential pedestrian hazards.
- 6.2.6.2 Snow.** The HPA retains a snow plowing contractor to clear sidewalks, vehicular entrances and exits and Garage roofs. The Contractor shall be responsible for spot clearing of snow and ice, as needed, at pedestrian entrances.
- 6.2.6.3 Painting.** The Contractor shall provide touch-up painting of interior surfaces, such as doors, door frames, handrails, guardrails and shall be required to perform limited line striping as approved by the HPA.
- 6.2.6.4 Landscaping.** The Contractor shall be responsible for maintaining the landscaping at each Garage, which includes, but is not limited to, grass cutting, weed control and seasonal planting.
- 6.2.7 Vendor/Contractor Coordination.** The HPA maintains vendor contracts for maintenance of the revenue control systems, elevator maintenance, security and alarms, mechanical systems, snow plowing, power washing,

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etc. At the direction of the HPA as needed, the Contractor shall coordinate garage operations with said vendors to ensure that any service provides a little disruption to Garage operation and limits inconvenience to patrons.

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### **6.3 Revenue and Access Control**

The Church Street Garage currently utilizes a Federal APD on-line, real-time, machine-readable parking access and revenue control system. This system employs the ScanNet Facility Management Software System. The facility runs in an exit-cashiering mode. Transient parkers are processed with a machine readable barcode ticket and monthly access parkers use proximity access cards. A preventive maintenance contract is currently in place with a vendor. However, the system is reaching the end of its useful life and the HPA is preparing to replace it in 2011.

The Morgan Street Garage also operates a Federal APD parking access and revenue control system. It operates, on-line, in real time and employs the ScanNet Facility Management Software System along with the Paris Accounts Receivable Software. The facility runs in an exit-cashiering mode. Transient parkers are processed with a machine readable magnetic stripe ticket and monthly access parkers use proximity access cards. A preventive maintenance contract is currently in place and replacement is not anticipated during the term of the contract.

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### **6.4 Green Garage Enhancements**

The HPA is committed to operating efficient, environmentally friendly and sustainable parking facilities. Proposers are encouraged to recommend the latest application of these principles in the parking industry that could enhance the Garages in areas such as lighting, recycling, painting, electric vehicle charging, solar power generation, etc.

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## Section 7. Format for Proposals

### Instructions for Proposal Submission.

Proposals must be received by 4:00 P.M. EDT on October 5, 2011. Faxed or e-mailed Proposals will not be considered. Proposals must be delivered to the HPA's Point of Contact in boxes no larger than the normally sized "cardboard boxes" which usually accommodate 10 reams of 500 count sheets of paper. Each box must be clearly marked with the Proposers name and address, the RFP number, and the contents of each box.

The Proposal and copies must be bound in a loose leaf or spiral binder with the Proposer's name on the front cover and on each page. Each page in the binder must be numbered consecutively in Arabic numbers from the beginning of the binder (Transmittal Letter) to the end. Identify each section (and to the degree feasible, each subsection) with clearly distinguished and labeled "tabs," keyed to the Table of Contents, so that specific sections can be easily referenced.

Proposers shall comply with all RFP instructions and conditions when responding to this RFP. Failure to conform to these instructions may cause disqualification. The HPA, in its sole discretion, may reject any nonconforming Proposal.

Proposals should be designed to illustrate an understanding of the Proposers' competency and expertise in meeting the requirements of this RFP. Proposals should be prepared simply and economically, providing a straightforward, concise description of the capabilities of the Proposer and the solution they are proposing. Emphasis should be on completeness and clarity of content.

The Proposer shall ensure that adequate and accurate responses are provided. It is the responsibility of the Proposer to provide complete answers to each requirement even if that results in redundant, duplicated material within the Proposal. Additionally, in the event the Proposer provides an alternative approach to an RFP requirement in its Proposal, such alternatives shall be highlighted in **blue**. The Evaluation Committee shall not be required to search for the answers in other sections of the Proposal.

**Proposals must be submitted in two distinct parts:**

**Part I: Transmittal Letter and Business and Technical Proposal**

- One (1) signed, printed and bound original Business and Technical Proposal
- Ten (10) additional printed and bound copies of the original Business and Technical Proposal
- One (1) CD ROM-based electronic copies of the original Proposal (business and technical elements) in twelve point font. Spreadsheets must be submitted in electronic format, and financials and other supporting documentation may be submitted in PDF (or other readable format), if that is the only format available.

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## **Part II: Confidential Cost Proposal**

Proposers must submit the Confidential Cost Proposal in a separate sealed package. Cost Proposals shall include the Project budget, proposed software costs, implementation costs, test and training environment costs, and training costs. Proposers **MUST** use the “Cost Proposal Worksheet” in Schedule B to record and submit the costs associated with the Proposal. The package must contain:

- One (1) signed, printed and bound original Cost Proposal
- Ten (10) additional printed and bound copies of the original Cost Proposal
- One (1) CD ROM-based electronic copies of the cost Proposal in Microsoft© Word Version 2003. Spreadsheets must be submitted in Microsoft© Excel Version 2003.

### **Restrictions on Communications with HPA Staff**

From the date of release of this RFP until the execution of a Contract as a result of this RFP, all contacts with personnel employed by or under contract to HPA are restricted. During the same period, no prospective Proposer shall approach personnel employed by or under contract to the HPA or any other agency of the City of Hartford participating in the evaluation of Proposals and any other related matters. An exception to this restriction will be made for Proposers who, in the normal course of business under a current contract with the affected agencies, may need to discuss legitimate business matters concerning their on-going work with the contracting agency.

Violation of these conditions may be considered sufficient cause by HPA to reject a Proposer's Proposal, regardless of any other consideration.

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## **7.1 Part I: Transmittal Letter and Business and Technical Proposal**

When constructing the Proposal, please be sure to take into consideration *all* requirements stated within this RFP, including all exhibits, schedules, addenda and riders to such document.

If the Proposer wishes to add supplemental information, and this is *encouraged*, especially if there is an innovative solution, or approach HPA may not have considered, please first respond to all HPA's requirements, and then add any alternative ideas, approaches, information, etc., and label that information “Supplemental Information” in the corresponding sections. If an alternative approach that Proposer believes may create significant value for HPA, please include complete detail and show how it will benefit HPA.

All Proposal text must be specifically cross-referenced to the RFP section and/or Schedule number(s) to which a given part of the Proposal applies and presented in

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the same order provided within the RFP. The Proposal must contain the requested content and submitted in the form requested in Section 6.

Please structure the Proposal as follows. Part I of the Proposal should follow the order below, and each Article and sub-article should be numbered so it is clearly identifiable:

- Article 1: Transmittal Letter
- Article 2: Executive Summary
- Article 3: Approach: 3.1 Statement of Work; 3.2 Roles and Responsibilities; and 3.3 Implementation Approach
- Article 4: Background and Experience: 4.1 Organizational Structure; 4.2 Financial Capability; 4.3 Experience and Ability; 4.4 Legal Issues History; 4.5 Key Personnel; and, 4.6 Affirmation of Due Diligence
- Article 5: References

Part II of the Proposal is the Confidential Cost Proposal.

#### 7.1.1 Article 1: Transmittal Letter

The Transmittal Letter must be delivered on the Proposer's letterhead with the original signature of the individual or official authorized to submit a binding proposal on behalf of the Proposer and affixed with the corporate seal, if any.

#### 7.1.2 Article 2: Executive Summary

Provide an Executive Summary of the most salient aspects of the Proposal in terms of satisfying the requirements of this RFP. The Executive Summary must provide a high-level overview of the Proposal in such a way as to demonstrate a broad understanding of not only HPA's needs and objectives, but of all the RFP requirements. Proposers must summarize their understanding of the goals stated in the RFP, the intended results of the Project, the scope of work and, any issues related to this Project which Proposers believe need to be addressed. Additionally, Proposers must discuss in detail, any assumptions they have made which in any way require or include the leveraging of *any* HPA resources.

The Executive Summary shall not mention the dollar amount proposed for the Project.

#### 7.1.3 Article 3: Approach

##### 7.1.3.1 Statement of Work ("SOW").

Proposals must include a proposed Statement of Work outlining the tasks to be performed by the Proposers in response to the requirements of this RFP and the Operating Standards as set forth in Schedule A,



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attached hereto and made a part hereof. The SOW will be refined during the selection process leading to a Contract between the parties. The SOW should include a preliminary implementation schedule and a method for functional testing. The implementation schedule should also include the method of purchasing, delivery and installation of any hardware and software, taking into consideration the procurement provisions of the Hartford Code, as may be amended from time to time. The final contract will include penalties if the final implementation schedule is not met. A user manual and documentation will be required during the short listing process for proposers.

In keeping with sound project management practices, HPA requires that the Contractor provide periodic reports based upon the SOW and the implementation schedule, which indicate specific estimates of work remaining (broken down by milestones, deliverables and tasks) on an ongoing basis until completion of the Contract. The proposed SOW shall fully explain the assumptions and expectations the Proposer has of HPA with respect to legacy systems (policies and technology), conversion and other implications on the operations of HPA.

The SOW should set forth the requirements as set forth in this RFP, including, but not limited to Section 5 and 6 as well as all pertinent Schedules and answers to questions as permitted under this RFP.

Additionally, any components, as may be required of the Proposer by this RFP, implemented and accepted prior to the expiration of the Contract term shall be, and will remain, under full warranty by the Proposer until the close of the Warranty Period.

#### **7.1.3.2 Implementation Approach.**

The Proposer shall recommend an approach for the implementation of parking operations and related services for HPA's facilities within an aggressive, but achievable timetable

The Proposal shall provide detailed descriptions of how the Proposer anticipates accomplishing the Service relative to methodology, tools, personnel, roles, responsibilities, phasing, etc. with the objectives of: demonstrating to HPA that the Proposer understands the tasks and level of effort involved to produce each of the required deliverables; and, identifying what is required of HPA in order for the Proposer to implement the plan.

In the introductory provisions the Proposer shall provide a high level description of its approach to such implementation.

Additionally, the implementation approach must contain a narrative setting forth detailed descriptions including, but not limited to, the following: (a) Management; (b) Implementation Activities; (c) System Operations and Management; (d) Testing; (e) Data Management; and (f) Warranty, Maintenance and Support.

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## 7.1.4 Article 4: Background and Experience

### 7.1.4.1 Organizational Structure

(a) Describe the Proposer's total organization, including any Proposer Parties. Provide an organization chart for the overall organization showing each entity within the organization, as well as the chain of authority from the chief executive to the Project Manager directly responsible for this Project.

(b) Is the parent corporation of the Proposer's corporate structure being proposed as the Contractor in a Contract with HPA? If not, please clearly identify the entity that is being proposed as the Contractor, and its relationship within the structure described in (a).

(c) Clearly identify any partners and describe in detail the roles that each will have in the redevelopment and/or operation and/or management activities herein. Please describe their organizations, annual revenues and the length of time they have been in business.

(d) Clearly identify any Subcontractors that the Proposer intends to use to provide any of the services necessary to fulfill the requirements of this RFP. Please describe their organizations, annual revenues and the length of time they have been in business.

(e) Provide an organization chart, or facsimile thereof, depicting the operating relationship between the Proposer, Proposer Parties, all partners, Subcontractors and other entities that would play a significant role in this Project, including those that will interface directly with HPA.

(f) Describe any current or planned business or other contractual obligations that may have any influence on the capability of the Proposer, Proposer Parties, any of its partners or Subcontractors to meet the requirements of this RFP.

(g) Describe in detail, the roles and responsibilities of the Proposer, Proposer Parties and each of the partners or Subcontractors in any of the current or planned business or other contractual obligations.

### 7.1.4.2 Financial Capability.

(a) For each entity identified in Section 7.1.4.1, provide relevant Proposer and, the applicable Proposer Parties documents that describe their financial status, such as audited financial statements, annual reports, and 10-K reports, for the three (3) most recent years.

(b) For each entity identified in Section 7.1.4.1, specify the entity's total annual revenue for the prior three (3) years, number of employees, products and services, affiliated companies, and other descriptive information.

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**7.1.4.3 Experience and Ability.**

(a) Provide a detailed statement describing the Proposer's past experience with parking operations and related services, and the Proposer's ability to implement and maintain such operations and services.

(b) Describe in detail, for the Proposer, applicable Proposer Parties, any partners or Subcontractors, all qualifications and capabilities to provide the services necessary to meet the requirements as set forth in this RFP

(c) Explain how the Proposer will ensure that personnel performing the work for HPA are qualified, trained and proficient.

**7.1.4.4 Legal Issues History.**

For purposes of this section, the scope of each question includes the Proposer, any Proposer Parties, partners and Subcontractors.

(a) During the five (5) years immediately preceding submission of the Proposal, has the Proposer or any of its Proposer Parties, partners or Subcontractors been the subject of any bankruptcy, insolvency, reorganization or liquidation or receivership proceedings? If so, please explain.

(b) During the five (5) years immediately preceding submission of the Proposal, has the Proposer or any of its Proposer Parties, partners or Subcontractors been the subject of any litigation, investigation or proceeding before or by an arbitrator or Governmental Authority which is continuing or threatened against the Proposer or any of the other Proposer Parties, partners or Subcontractors involving: (1) Contractor default or claims of breach by a Governmental Authority or failure to perform services in accordance with the terms of one or more agreements with Governmental Authorities; (2) Conviction of a criminal offense, including, but not limited to fraud, embezzlement or dishonest acts with respect to obtaining, attempting to obtain or performing a transaction or contract for a Governmental Authority or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, tax evasion, violating federal criminal tax laws, or receiving stolen property; (3) Violation of federal or state antitrust statutes relating to the submission of offers or proposals or the commission of any unfair trade practices; (4) Tax and securities law violations, including fraud and delinquency; (5) Ethics, conflict of interest, corrupt practice and campaign contributions violations; (6) Breach of duty of good faith and fair dealing; or, (7) Violation of the U.S.A. Patriot Act provisions pertaining to business practices. If so, please explain.

(c) During the five (5) years immediately preceding submission of this Proposal has the Proposer or any of its Proposer Parties, partners

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or Subcontractors been convicted of any criminal violations(s) of any environmental or health and safety law? If so, please explain.

(d) Is there, or has there been within the last five (5) years immediately preceding the submission of the Proposal, any litigation or governmental or regulatory action pending or threatened against the Proposer or any of its Proposer Parties, partners or Subcontractors that might have a bearing on the ability of the Proposer, Proposer Parties, partners or Subcontractors to provide services to HPA (e.g., litigation with any state; or litigation between the aforementioned organizations and any third party provider of required services to the State, etc.)? If so, please explain.

(e) Has the Proposer, any partner or Subcontractor been principally involved in any legal or administrative actions directly with the State of Connecticut or any municipality in this State? If so, please explain.

(f) Is the Proposer or any of its Proposer Parties, partners or subcontractors delinquent in any taxes or other monetary obligations owed to the City of the HPA?

#### **7.1.4.5 Key Personnel.**

(a) Describe any key personnel, along with their qualifications and experience that are part of the Proposal. At a minimum, “key personnel” shall include, but are not limited to: Operations Manager, assistant Operations Manager and overall supervisor.

(b) Is the Proposer willing to commit to keep these key individuals for the term of the Contract.

#### **7.1.4.6 Proposer Company History**

(a) Describe your company history including a brief description of the company’s experience and background particularly within the local market; company objectives and philosophies.

(b) Include a list of locations within two hundred-fifty (250) miles of Hartford currently under your firm’s management and approximate size of the operations.

(c) Provide a detailed description of the practices that demonstrate your firm’s history and ability to provide outstanding customer service

#### **7.1.4.7 Affirmation of Due Diligence Representations**

(a) Please affirm the representations in this RFP with respect to Due Diligence.

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### 7.1.5 Article 5: References

The references should be for locations of similar size and scope, with two within two hundred-fifty (250) miles of Hartford. References should include a contact person, phone number and e-mail address. Failure to provide suitable references may be cause for rejection of the Proposal.

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## 7.2 Part II: Confidential Cost Proposal

Develop the Confidential Cost Proposal for the Term of the Contract and the cost for maintenance and warranty, if any, in accordance with the guidelines set forth in Schedule B. The cost Proposal shall be kept completely separate and marked "confidential". There shall be no reference to or discussion of costs in any part of the Proposal other than in the Cost Proposal.

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## **Section 8. Proposal Conditions**

The provisions of Section 8 deal with Proposal Conditions, Due Diligence, and Proposal Requirements and Representations. These provisions include language, conditions, requirements and representations that are applicable to the construction of Proposals and the assumptions, approaches and methodologies of the Proposer. For the successful Proposer, many of these provisions will be integrated into the subsequent Contract.

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### **8.1 Proposal Conditions**

#### **8.1.1 Adequacy and Completeness of Proposal: Acceptance of Administrative Requirements.**

Failure to either respond to the information required in this RFP, or to provide any other mandatory items, may result in rejection of the Proposal as non-responsive by HPA, in its sole discretion. Accordingly, Proposers must include, in the Transmittal Letter, statements accepting the administrative and other requirements set forth in this RFP and all Proposals must reflect compliance with such requirements.

#### **8.1.2 Mandatory Terms and Conditions.**

Each Proposer is required to review the mandatory requirements as well as the Proposal conditions and legal terms and conditions.

#### **8.1.3 Binding Effect of Proposal: Validation and Affirmation.**

The Proposal shall be a binding commitment which HPA at its sole discretion, may include by reference or otherwise, into any Contract with the Contractor. Accordingly, the Transmittal Letter and Proposal shall be signed by an individual authorized to bind the Proposer. Said Transmittal Letter shall further contain a statement to the effect that the Proposal is a firm offer for a one hundred eighty (180) calendar day period from the date of the opening; or, as otherwise agreed upon between HPA and the Proposer(s). Moreover, all prices, costs and formulae quoted shall be firm and fixed for the full Contract Term.

#### **8.1.4 RFP Not An Offer.**

This RFP does not constitute an offer by HPA. Moreover, even if HPA initially elects to enter into discussions with a Proposer, no binding contract, obligation to negotiate or discuss, or any other obligation shall be created unless a Contract is executed by HPA and the Proposer (subject to approval by the City's Office of the Corporation Counsel and the HPA Board of Commissioners). Furthermore, the commencement of such discussions does not signify a commitment by HPA to execute a Contract or to continue discussions. The Proposer or HPA can terminate discussions at any time and for any reason.

Any recommendations or conclusions from this RFP-process concerning a Proposer shall not constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, and

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statutory law of the State or the Hartford City Charter or the Hartford Code, as may be amended from time to time. Each Proposer waives any right it may have to bring any claim, whether in damages or equity, against HPA or the City of Hartford, its agents and employees, with respect to any matter arising out of any process associated with this RFP. Moreover, this RFP does not commit HPA to enter into a Contract or similar undertaking with any Proposer or any other organization.

#### **8.1.5 Deviating from RFP Requirements.**

HPA may reject any Proposal that deviates significantly from the requirements of this RFP. Proposers submitting Proposals with any exceptions from requirements must identify and fully justify such exceptions for HPA consideration, in accordance with Section 8.1.24 of this RFP.

#### **8.1.6 Oral Agreement or Arrangements.**

Any alleged oral agreements or arrangements made by Proposers with any agency or employee of the HPA or the City of Hartford will be disregarded in any Proposal evaluation or associated award. Moreover, any alleged oral agreement or arrangement with any agency or employee shall be void and of no effect.

#### **8.1.7 Contract Management**

HPA will assign a Contract Administrator who will work with the Project Administrator and the Project Manager to ensure that the terms and conditions of the Contract are met, that approved payments to the Contractor are made, that the Project budget is appropriately accounted for, and that approved Contract dispute resolution measures are followed.

#### **8.1.8 Implementation Time Frame**

HPA anticipates an aggressive implementation approach and requests each Proposer to provide it with an achievable implementation timetable. In connection with its Due Diligence obligations each Proposer shall address HPA's implementation approach and inform HPA of any foreseeable impediments to compliance therewith.

#### **8.1.9 Requirement for Representation as to the Accuracy and Completeness of the Proposal.**

To be acceptable, Proposals must contain all required information and statements in the form and order requested by this RFP. Proposals must submit "none" or "not applicable" responses to any RFP question and information request, when such a response is the only appropriate response. Moreover, each Proposer shall make the following representations and warranty in the Transmittal Letter, the falsity of which might result in rejection of its Proposal:

“The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to HPA is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead HPA as to any material fact.”

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**8.1.10 Requirement for Representation Pertaining to Collusion or Conflict of Interest.**

By responding to this RFP, the Proposer shall be deemed to have represented, certified and warranted that:

- 8.1.10.1 The Proposal is not made in connection with any Proposer submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud;
- 8.1.10.2 The Proposer did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its;
- 8.1.10.3 No employee of HPA or the City of Hartford participated directly or indirectly in the preparation of the Proposer's response to this RFP;
- 8.1.10.4 The services to be provided by the Proposer do not in any way conflict with the interests of any individual, group, business, or governmental organization with which Proposer is employed or with which Proposer has an agreement or is associated, and, in the event such a conflict arises during the term hereof, Proposer will immediately notify HPA in writing;
- 8.1.10.5 No member of the governing body of HPA, or its designees, employees or agents, and no other public official, either paid or unpaid, who exercises any functions or responsibilities with respect to this Contract shall, during the individual's tenure or thereafter, have any personal or financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work and/or services to be performed in connection with the Contract. The Proposer shall cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the provisions of this paragraph; and,
- 8.1.10.6 The Proposer has not employed or retained any Person other than bona fide employees or consultants working solely for the Proposer to solicit or secure the Contract and that it has not paid or agreed to pay any Person any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of the Contract.

The Contract shall include a provision for the breach or violation of the representations contained in Section 8.1.9, above, granting HPA the right to annul the Contract without liability, or, at its discretion, to deduct from the agreed price or consideration or otherwise to recover the full amount of such fee, commission, percentage, brokerage fee or contingent fee.

**8.1.11 Independent Price Determination.**



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A Proposal will not be considered for award if the price in the Proposal was not arrived at independently, without collusion, consultation, communication, or agreement as to any matter related to such Proposal with any other Proposer, competitor, or public officer.

By submission of a Proposal, the Proposer shall be deemed to have represented, warranted and certified that, the following requirements have been met in connection with this RFP:

- 8.1.11.1 The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
- 8.1.11.2 Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Proposer on a prior basis, directly or indirectly, to any other organization or to any competitor.
- 8.1.11.3 No attempt has been made or will be made by the Proposer to induce any other Person to submit or not to submit a Proposal for the purpose of restricting competition.

#### 8.1.12 Ownership of Proposals.

Upon receipt, all Proposals submitted shall become the sole property of HPA. Except as expressly provided in Section 8.1.13, HPA is not restricted in its rights to use or disclose any or all of the information contained in the Proposal. HPA shall not be bound by any language in the Proposal indicating the confidentiality of the Proposal or any other restriction on its use or disclosure.

#### 8.1.13 Trade Secrets/Proprietary Information/FOI.

Nothing in the Freedom of Information Act shall be construed to require disclosure of responses to RFP or any record or file made by a public agency in connection with the contract award process, until such contract is executed or negotiations for the award of such contract have ended, whichever occurs earlier, provided the chief executive officer of such public agency certifies that the public interest in the disclosure of such responses, record or file is outweighed by the public interest in the confidentiality of such responses, record or file. The executive director of the HPA hereby certifies that the public interest in the disclosure of such responses, record or file is outweighed by the public interest in the confidentiality of such responses, record or file.

Upon conclusion of this RFP process, the Proposal is considered a public record or file, subject to disclosure under the provisions of FOIA and the corresponding regulations. Accordingly, the Proposer shall identify any and all commercial or financial information that it deems to be submitted in confidence and believes is not required to be disclosed under FOIA. Those particular sentences, paragraphs, pages or sections that a Proposer believes to be either proprietary, a trade secret or otherwise confidential shall be specifically identified as such. Any and all information that the Proposer submits under this provision shall be separated

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from the remainder of the Proposal and enclosed in a separate envelope. Convincing explanation and rationale sufficient to justify each exemption from release consistent with C.G.S. §1-210(b) shall accompany the Proposal.

The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Proposer that would result if the identified material were to be released. The Proposer shall state the reasons it believes the materials are legally exempt from release pursuant to FOIA. The final administrative authority to release or exempt any or all material so identified rests solely with HPA; subject to adjudication by the Freedom of Information Commission should the Proposer's request be challenged.

In submitting a Proposal, each Proposer agrees that HPA may reveal any trade secret materials contained in such response to all staff and officials involved in the selection process, and to any outside consultant(s) or other third parties who serve on the Evaluation Committee or who are hired to assist in the selection process. Furthermore, each Proposer agrees to indemnify and hold harmless HPA and each of its officers, employees, and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material which the Proposer has designated as confidential or as a trade secret. Any Proposer that designates its entire Proposal as confidential or a trade secret may be disqualified by HPA, in its sole discretion.

#### **8.1.14 Proposal Expenses.**

HPA assumes no liability for payment of any costs or expenses incurred by any Proposer in (a) responding to this RFP; (b) preparing responses for clarification; (c) submitting to interviews; (d) preparing and participating in a Proposer's Presentation; (e) negotiating the Contract; (f) attending meetings and presentations required for the Contract approval process; or, (g) engaging in any activity related to this RFP and the subsequent Contract negotiation process. Each Proposer that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from HPA for the costs and expenses associated with this RFP process.

#### **8.1.15 Conformance of Awards with State Statutes.**

Any award resulting from this RFP must be in full conformance with the laws of the State of Connecticut, the City of Hartford and the regulatory and procedural requirements of HPA. The State's statutes and regulations and the Charter and ordinance of the City of Hartford are available on-line.

#### **8.1.16 Joint Ventures.**

Joint ventures will not be accepted. HPA will only enter into a Contract with a single Contractor who will be required to assume full responsibility for the parking operations and related services identified in this RFP whether or not the equipment, products and/or services are manufactured, produced or provided by the Contractor. Moreover, by submitting the Proposal, the Proposer agrees to

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perform the services as an independent operator and not as an agent or employee of HPA.

The Contractor may enter into written subcontract(s) for performance of certain of its functions under the Contract only with written approval from HPA prior to entering any subcontract.

The selected Proposer shall be wholly responsible for the entire performance of the Contract whether or not Subcontractors are used. Additionally, HPA and the City of Hartford shall be named as a third party beneficiary in all subcontracts, if so requested by HPA.

#### **8.1.17 Proposer Presentation of Supporting Evidence/Surety.**

Each Proposer must be prepared to provide any evidence of its historical related experience pertinent to this RFP, performance ability, and/or financial standing and/or surety that HPA deems to be necessary or appropriate to fully establish the performance capabilities represented in its Proposal with respect to all undertakings, duties, and obligations set forth or implied in its Proposal.

#### **8.1.18 Corporate Reporting.**

In its Proposal, each Proposer must provide:

- 8.1.18.1 A certificate of authority, certificate of legal Existence or certificate of good standing, as applicable, from the Office of the Secretary of the State of Connecticut, which shall be updated prior to the execution of the Contract;**
- 8.1.18.2 A corporate resolution of authority granting the signatory binding authority to act on behalf of the Proposer/Contractors;**
- 8.1.18.3 Verifiable demonstration of compliance with the requirements of being an equal opportunity employer under the Hartford Code, as may be amended from time to time, on a form provided by HPA, which shall be updated within sixty (60) days of the execution of the Contract, in the report and certification, attached hereto as Schedules E-1 and E-2;**
- 8.1.18.4 A tax clearance statement from the Finance Director of the City of Hartford demonstrating that the Proposer owes no back taxes, as required by §§2-571 and 2-576 of the Hartford Code, as may be amended from time to time, which shall be updated within sixty (60) of the execution of the Contract;**
- 8.1.18.5 A clearance from the Assessor of the City of Hartford demonstrating that the Proposer has filed a current list of taxable personal property as required by the General Statutes, which shall be updated within sixty (60) days of the execution of the Contract; and,**
- 8.1.18.6 A statement from the Department of Labor regarding employee contributions, which shall be updated within sixty (60) days of the execution of the Contract.**

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**8.1.18.7 A certification by the Proposer pertaining to collusion and fraud as required by this RPF, attached hereto as Schedule E-2, which shall be updated within sixty (60) days of the execution of the Contract.**

**Prior to execution of the Contract legal counsel for the Proposer shall provide a favorable opinion to HPA as to: the Proposer is in good standing and validly existing under the laws of the State of Connecticut (or other jurisdiction) or otherwise authorized to conduct business in the State of Connecticut; the Contract has been duly authorized.**

**8.1.19 Offer of Gratuities.**

**The Proposer must warrant, represent and certify in the Transmittal Letter that no elected or appointed official or employee of HPA or the City of Hartford has or will benefit financially or materially from this procurement. Any Contract or award arising from this RFP may be terminated by HPA if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the Proposer, the Proposer's agent(s), representative(s) or employee(s).**

**8.1.20 Corporate Governance (if applicable).**

**If applicable, the Proposer must state in the Transmittal Letter that it complies fully with the August 2002 corporate governance rules proposed by the New York Stock Exchange ([www.nyse.com/pdfs/corp\\_gov\\_pro\\_b.pdf](http://www.nyse.com/pdfs/corp_gov_pro_b.pdf)). Any non-compliance must be identified and explained.**

**8.1.21 Conclusions Drawn or Interpretations of RFP.**

**HPA assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process. In addition, HPA will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by HPA other than those given in writing by HPA through the issuance of addenda to this RFP. In no event may a Proposer reply on any oral statement by HPA or its agents, advisors or consultants.**

**8.1.22 Conflicts, Discrepancies or Omissions in RFP.**

**Should a Proposer find conflicts, discrepancies or omissions in this RFP or any other documents provided by HPA, the Proposer should immediately notify HPA of such potential discrepancy and each Proposer shall be informed of any clarification, if necessary, in accordance with the procedures set forth in this RFP. Each Proposer requesting an interpretation will be responsible for delivering such requests to HPA in writing. Failure to notify shall constitute a waiver of claim of ambiguity, inconsistency or error by the Proposer.**

**8.1.23 Exceptions to the RFP.**

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Other than exceptions that are permitted in accordance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An “exception” is defined as the Proposer’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing in the Proposal and must specifically reference the relevant section(s) of this RFP. If the Proposer provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Proposer’s solution, must be described in detail.

#### **8.1.24 Other Rights Reserved by HPA**

HPA, in its sole discretion, reserves the right to:

- 8.1.24.1 Amend or cancel this RFP at any time prior to contract award;**
- 8.1.24.2 Modify deadlines through amendments to this RFP;**
- 8.1.24.3 Establish and modify the timing and sequence of events resulting from this RFP;**
- 8.1.24.4 Refuse to accept, or return accepted Proposals that do not comply with procurement requirements;**
- 8.1.24.5 Reject the Proposal of any Proposer in default of any prior contract or tax payment or any other monetary obligation owed to the State of Connecticut, City of Hartford or HPA or for misrepresentation of material presented;**
- 8.1.24.6 Reject any Proposal that is received after the deadline;**
- 8.1.24.7 Reject any Proposal which is incomplete or in which there are significant inconsistencies or inaccuracies;**
- 8.1.24.8 Accept or reject any or all Proposals submitted for consideration in whole or in part; waive minor defects, irregularities, informalities, technicalities or omissions; and, correct inaccurate awards resulting from its clerical errors;**
- 8.1.24.9 Allow no additions or changes to the original Proposal after the due date specified herein, except as specifically requested and authorized by HPA’s Point of Contact;**
- 8.1.24.10 Require Proposers, at their own expense, to submit written clarification of Proposals in a prescribed manner or format;**
- 8.1.24.11 Negotiate separately any service in any manner necessary;**
- 8.1.24.12 Contract with one or more Proposers who submit Proposals, if deemed to be in the best interest of HPA;**
- 8.1.24.13 Consider cost and all factors in determining the most advantageous Proposal for HPA;**

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**8.1.24.14 Contract for all or any portion of the scope of work or tasks within this RFP; and,**

**8.1.24.15 Discuss with selected Proposer(s) any terms and conditions in the Proposals including (but not limited to) financial terms.**

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## **8.2 Due Diligence**

- 8.2.1** By submitting a Proposal, Proposers are representing that they have examined and are thoroughly familiar with each of the elements of this RFP, including the: data and information pertaining to parking utilization, actual physical items, facilities, services or functions essential to the satisfactory implementation, management and administration of parking operations for HPA's facilities ("Due Diligence") and the services to be provided under the ensuing Contract. The representations set forth in Section 8.2 shall be considered of significant importance in the evaluation of Proposals and shall be affirmed in the Proposal and included in the Contract for the Term of the Contract.
- 8.2.2** The Proposer shall describe in its Proposal, any discrepancies or inaccuracies in the information assembled in this RFP (including any facts that might result in changes), any Schedules thereto, observations and any information otherwise provided by HPA. An explanation shall be provided for each discrepancy or inaccuracy, giving in detail, the extent of the discrepancy or inaccuracy, and the Proposer's plan for addressing such discrepancy or inaccuracy.
- 8.2.3** By submission of a Proposal, each Proposer shall be deemed to have certified, warranted and represented that they have had the opportunity to:
- 8.2.3.1** Review or have been afforded opportunity, by HPA, to review all relevant physical items, facilities, services or functions essential to the satisfactory implementation of the project and operation of HPA's facilities and, in its Proposal, shall certify that all such items, facilities, services or functions are included in the Contract and thereby warrants that there are no discrepancies set forth that would impede the successful implement of the Contract under this RFP;
  - 8.2.3.2** To ask questions as seen fit, throughout the Proposal submission period, pertinent to the provision of services under this RFP, the capacity of HPA to achieve its objectives, the available Due Diligence resources, and to review other Proposers' questions and respective responses by the HPA; and,
  - 8.2.3.3** Conducted all Due Diligence prior to the submission of its Proposal.

Accordingly, any additional costs, services or equipment resulting from the failure of the Proposer to complete Due Diligence prior to submission of its Proposal shall be borne by the Proposer/Contractor.

- 8.2.4** By submission of a Proposal, each Proposer shall be deemed to have warranted and represented that:

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- 8.2.4.1 Its failure to investigate and verify facts or its failure to identify operational changes that would enlarge the scope of this RFP and to define such category of change shall, in no way, be cause for future claim of ignorance of such facts or conditions, nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;
- 8.2.4.2 No additional licenses or authorizations are necessary to accomplish implementation of the services required by this RPF with the exception of those referred to in the Proposal;
- 8.2.4.3 It is responsible for all aspects of its Proposal, including verification of data relating to the operational requirements and specifications, and thereby confirms that its Proposal and the contents therein are in accord with the requirements and specifications of the RFP, any Schedules thereto and any other information that has been made available by HPA to Proposers;
- 8.2.4.4 It is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Contract, as a result of such failure; and,
- 8.2.4.5 It has been responsible for specifying any changes and disclosing any new costs prior to the award of the Contract under the RFP. Thus, in the event any changes or costs are otherwise required, during the implementation, operation and administration of the Contract, the sole responsibility for any adjustment, modification, delay and cost of such changes shall reside with the Proposer/Contractor.

Moreover, the Proposer/Contractor shall be responsible, at its sole cost and expense, for the additional services, deliverables or system products necessary to meet the requirements of this RFP and, ultimately, the Contract awarded hereunder.

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## 8.3 Proposal Requirements

### 8.3.1 General Proposal Requirements and Representations.

#### 8.3.1.1 The Proposal must include a representation that

8.3.1.1.1 The Proposer will perform its work as an independent contractor, and not as an agent or employee of HPA, and therefore shall not represent or otherwise portray itself, any of the Proposer Parties, partners, Subcontractors, or agents as an agent or employee of HPA or the City of Hartford; and,



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**8.3.1.1.2 All qualified personnel identified as “key personnel” in the Proposal shall actually work on the Project in the manner and time-frame described in the Proposal as shall be further amplified in the Contract. It shall be further acknowledged by the Proposer that the list of such personnel will be considered as a commitment to maintain their services as set forth in the Proposal and agreed to in the Contract; subject to the right of HPA, in its sole discretion, to remove any and all personnel at any time. Proposers shall identify all “key personnel”, their qualifications and roles and responsibilities for this Project.**

**8.3.1.2 The Proposal should specify what the Proposer expects of HPA with respect to administrative responsibilities.**

**8.3.1.3 The Transmittal Letter shall include a representation to the effect that no changes, substitution, additions or deletions in Proposal shall be made unless approved in advance by HPA.**

**8.3.2 Work Product Property of HPA.**

**Any work product developed under the Contract awarded as a result of this RFP shall be the sole property of HPA.**

**8.3.3 Compliance with Laws: Equal Opportunity and Affirmative Actions.**

**8.3.3.1 By submitting this Proposal, each Proposer agrees to make itself aware of and comply with all local, state, and federal ordinances, statutes, laws, rules, and regulations applicable to the services covered by this RFP. Each Proposer further agrees that it will at all times during the Term of the Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to Workers’ Compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all OSHA regulations applicable to the work covered by this RFP as well as the Living Wage Ordinance of the City.**

**8.3.3.2 HPA is an equal opportunity and affirmative action employer and does not discriminate in its hiring, employment or business practices, including its purchasing policies. Moreover, HPA is committed to complying with the Americans with Disabilities Act of 1990 and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities. The laws of the State of Connecticut and the City of Hartford strive to ensure that all segments of the business community have access to supplying the goods and services needed by HPA. HPA and the City**

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affirmatively work to encourage utilization of minority business enterprise in all procurement activities. HPA provides equal opportunity for all businesses and does not discriminate against any Proposer regardless of race, color, religion, age, sex, national origin, or disability. Accordingly, the Proposal shall include a summary of the Proposer's experience with affirmative action. This information is to include a summary of the Proposers affirmative action plan and policy statement.

#### **8.3.4 Disclosure**

The Transmittal Letter and the Proposal must include a written, certified and sworn statement executed by an authorized officer/member that attests to the fact that the Proposer, Proposer Parties, partners or Subcontractors:

- 8.3.4.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or prohibited from doing related business covered by this RFP by any local, state, federal department or agency.
- 8.3.4.2 Have not within a five (5) year period preceding this RFP been convicted of or had a civil judgment rendered against them 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 state property;
- 8.3.4.3 Are not presently indicted or awaiting indictment for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph 8.3.4.2, above;
- 8.3.4.4 Have not within a five (5) year period preceding this RFP had one or more public transactions (federal, state, or local) cancelled or terminated for cause or default; and/or,
- 8.3.4.5 Have not within a five (5) year period preceding this RFP filed for bankruptcy nor is bankruptcy or the filing for bankruptcy presently or imminently threatened.

#### **8.3.5 Proposer Misrepresentation or Default.**

HPA will reject the Proposal of any Proposer and void any award resulting from this RFP to a Contractor who materially misrepresents any product and/or service or defaults on any contract to the State of Connecticut or the City of Hartford.

#### **8.3.6 Insurance.**

The Proposer shall agree to carry proper insurance to protect HPA from loss, as set forth in Section 9.11.6 of this RFP.

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### **8.3.7 Confidentiality.**

**8.3.7.1 Public Records.** The Proposer shall agree to contractual provisions ensuring the confidentiality of public records or files that the Contractor has access to, and that remain exempt from disclosure under FOIA or other applicable law, including but not limited to the DPPA. In its Proposal the Proposer shall acknowledge that the Contract will include civil and potential criminal sanctions for the unauthorized disclosure of such records or files. The Contractor and its employees, agents, officers, directors, partners and authorized representatives shall be treated as municipal employees solely with respect to any civil or criminal statutes providing for civil or criminal sanctions for unauthorized disclosures.

**8.3.7.2 Business Processes of HPA.** Contractor shall not, at any time during, or after the expiration of, the term of this Contract, divulge to any person, or use for its or any other person's benefit, any information or fact relating to the conduct, management, or business of HPA, which shall have come to the knowledge of Contractor in the course of providing the Services hereunder. Contractor further agrees to treat as confidential, and to use only for the advancement of the interest of HPA, all data and other information submitted to or obtained by it in connection with the Project during the term of this Contract. Except as may otherwise be agreed by HPA, all originals and copies of any such materials shall be returned to HPA upon completion of the Project or at such earlier time as is requested by HPA.

### **8.3.8 Right to Audit.**

The Proposer agrees to provide HPA and/or the authorized representatives of HPA access to Proposer documents, papers, or other records pertinent to the RFP response in order to make audits, examinations, excerpts and transcripts.

### **8.3.9 Use of HPA's Name.**

No advertising, sales promotion or other materials of the Proposer, its agents or representatives may identify or reference the Contract, or HPA in any manner without obtaining HPA's prior written consent. As a condition of entering into a Contract, the Proposer further agrees to refrain from the following, absent the HPA's prior written approval: (a) making any statement to the media regarding the subject matter of this RFP or the subsequent Contract; or (b) making any statement to the media on any issue which is in HPA's judgment likely to cause the Proposer or HPA staff to be viewed as anything other than neutral with respect to the subject matter of this RFP or subsequent Contract, or cast doubt on the competence or integrity of HPA. Failure to comply with this Section by the Proposer shall constitute a material breach and, without limiting any other remedies HPA may have, shall entitle HPA to reject the Proposal or terminate the subsequent Contract for default.

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## **Section 9. Standard Terms and Conditions**

Section 9 addresses standard Terms and Conditions that are applicable to the various aspects of this RFP. These provisions, at the option of HPA will likely be included in the Contract that is sent to the selected Proposer; however, HPA reserves the right to modify these provisions in order to be responsive to the terms of the business transaction. The Proposers are encouraged to raise questions regarding these terms and conditions prior to the submission of the Proposal; however, any issues that Proponents raised in the Proposal will be taken into consideration by HPA during evaluation.

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### **9.1 Contract Term**

#### **9.1.1 Initial Term (Years 1 - 3).**

The initial term of any Contract issued pursuant to this RFP shall be for three (3) years.

#### **9.1.2 Extended Term(s).**

**9.1.2.1 HPA Option to Extend the Term of the Contract (Optional Years 4 - 5).** At the conclusion of the initial three (3) year term of the Contract, the HPA has the sole right to extend the contract for either one (1) or two (2) additional one (1) year terms.

**9.1.2.2 Mutual Extension (Optional Years 6 - 10).** At the conclusion of the fifth year of the Contract, if extended, five the HPA and Contractor may, by mutual consent, further extend the Contract for a maximum of up to five (5) successive one-year terms. The Annual Management Fee for each such extension in years 6 - 10 shall automatically increase over the fee paid in the prior year based on the percentage of change in the Consumer Price Index during that year.

#### **9.1.3 Availability of Funds.**

Any extension beyond the initial three (3) year term is subject to the availability of funds and approval of the HPA Board of Commissioners.

#### **9.1.4 Commencement of Term.**

The operation and management of the HPA's On-Street Parking Enforcement, PCIMS, Meter Collection Meter Maintenance and the operations and management of the Church and Morgan Street Garages will be expected to commence on an agreed upon date following execution of the Contract(s) by all parties.

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### **9.2 The Contractor**

The Contractor shall be the sole point of contact and shall be responsible for the performance of all services under the Contract. The Contractor shall not subcontract any work under the Contract to any other firm except as may be identified in its Proposal and permitted under the Contract. The Contractor shall

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be entirely responsible for all actions and work performed by its Subcontractors. All terms, conditions, and requirements of the Contract will apply without qualification to any services and work performed by any Subcontractor of the Contractor.

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### **9.3 Authorized to Work on Project**

The Contractor shall certify that all personnel are legally authorized to perform work under the Contract, pursuant to state and federal guidelines, policy, mandates and statutes, and shall further attest, under penalty of perjury, that all proposed personnel assigned by the Contractor or any approved Subcontractor staff, whether identified by name in the Contract or not, are one of the following: (a) a citizen or national of the United States; (b) a lawful permanent resident; or, (c) otherwise authorized to work in the United States until such individual's Project responsibilities have been fulfilled.

The Contractor shall further represent that each individual assigned at any time to perform work under the Contract will be in compliance with the requirements of this section and shall acknowledge that HPA reserves the right to audit the Contractor's records for compliance with this section.

All work performed under the Contract, regardless of by whom, shall be performed within the borders of the United States.

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### **9.4 News Releases**

HPA is the only entity authorized to issue news releases relating to this RFP, its evaluation, award, or any contract and performance there under.

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### **9.5 Deliverables and Payment**

The Contractor will receive the payments upon approval by HPA's Contract Administrator of the invoices as set forth in the Contract.

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### **9.6 Inspection and Approval of Work**

The Contractor will permit the Project Administrator or a duly authorized representative to inspect and audit all work, material and other data and records connected with the Contract.

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### **9.7 Retention of Records**

The Contractor shall maintain accounting records and other evidence pertaining to the costs incurred in accordance with all document retention regulations in the State of Connecticut, and shall make the records available to HPA at the Contractor's office, at all reasonable times, for the Term of the Contract and for a

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relevant period of time after the Expiration of the Term as set forth by the regulations of the State Librarian.

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## **9.8 Responsibility to Its Employees**

The Contractor accepts full responsibility for payment of unemployment insurance, workers' compensation, and social security, as well as all income tax deductions, and any other taxes or payroll deductions required by the law for its employees engaged in the work authorized by the Contract.

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## **9.9 Organization of Project Team**

### **9.9.1 Organization of the Project Team**

HPA and the Contractor shall be mutually responsible for organizing a Project team consisting of the Contractor's personnel and HPA's Project staff. The Contractor shall provide a graphical representation of the Project team organization. The Contractor shall have no supervisory or other control over any HPA staff.

#### **9.9.1.1 Contractor Project Team Members**

The Contractor will provide a Project Manager and a fully qualified backup, with appropriate skills and experience, for the entire duration of the Project and will not substitute or assign personnel to the Project unless HPA reviews the qualifications of the new individual and the Project Administrator approves the replacement as shall be set forth in the Contract.

### **9.9.2 Other Contractor Personnel**

All additional and key support personnel required to successfully complete the Project shall be identified in the proposed Project Plan. For the duration of the Project, these support personnel will work closely with HPA staff involved in the Project.

### **9.9.3 Communications**

All communications between the Contractor and the HPA Project team and/or any outside party must be through the Project Administrator.

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## **9.10 Option of Obtaining Services Outside of the Contract Resulting from this RFP**

HPA reserves the right to contract separately for other services within the scope of this Project, when in the best interest of HPA.

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## 9.11 Legal Terms and Conditions

All Proposers must adhere to the following legal, procedural and policy conditions and requirements and shall clearly state its compliance in the Proposal. These conditions and requirements shall form the basis of the Contract that will be transmitted upon conditional award. In the event the Proposer objects to specific conditions and requirements the Proposal shall: (1) include a clear statement of its rationale for the objection; (2) provide recommended alternative provisions (consistent with the verbiage used throughout the conditions and requirements) for HPA's consideration; and, (3) include a statement of the ways and means that the recommended provisions would correct the claimed deficiency, while maintaining fairness to both parties. IT IS NOT ACCEPTABLE to simply replace an HPA provision with a Proposer's alternative provision. While this requirement does not constitute a negotiation of the terms of an eventual Contract HPA seeks to elicit enough information in order to assess the expectations of the Proposer with respect to these conditions and requirements.

During the procurement process and the evaluation of the Proposals the objections shall be taken into account by HPA and MAY BE THE BASIS FOR REJECTION OF A PROPOSAL. Following the conditional award, if HPA cannot reach consensus with the Proposer within a reasonable time, HPA shall commence negotiations with the next best Proposal and so on until either the Contract is executed or HPA decides to start the RFP process again.

Each Proposer shall address the following items:

### 9.11.1 Discrimination in Employment or Housing by the Contractor.

As a condition of the Contract with HPA, the Contractor acknowledges and agrees that it shall not discriminate in either employment or housing as more fully set forth in the applicable provisions of federal and state law and regulation as presently in full force and effect or, as may be amended, from time to time. Such prohibition shall extend and be applicable to all subcontracts let or awarded and all contracts let or awarded by either HPA or the Contractor. Noncompliance with the provisions of Division 9 of Article XII of the Hartford Code, as may be amended from time to time, shall be grounds for cancellation, termination or suspension of the Contract, in whole or part, by HPA.

### 9.11.2 Due Diligence Representations and Warranties.

The Contractor shall agree to the representations and warranties pertaining to Due Diligence in Section 8.2.

### 9.11.3 FOI and Public Records.

The Contract may be subject to the provisions of C.G.S., §1-218. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a Person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to

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inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a Person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of C.G.S., §§1-205 and 1-206.

#### **9.11.4 Forum and Choice of Law.**

The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. The Contractor and HPA will agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. The complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court. The Contractor shall waive any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

#### **9.11.5 Indemnification and Hold Harmless.**

Contractor shall indemnify, defend and hold harmless HPA and the City of Hartford ("City"), and their respective agents, officials, employees, successors and assigns (collectively, the "Indemnitees") from and against any and all loss and liability (statutory or otherwise), claims, demands, actions, causes of action, suits, judgments, costs, executions, interest and expense whatsoever (hereinafter, individually and collectively, a "Claim" or "Claims"), in law or in equity, which arise from or in connection with Contractor's performance or failure to perform hereunder and/or any other act, error or omission which occurs or fails to occur on the part of Contractor or any of its directors, officers, partners, members, agents or employees under or in connection with this Contract or the Project during the term hereof. Contractor's obligations to indemnify and hold harmless the Indemnitees as aforesaid shall include, but not be limited to, protecting the Indemnitees from all Claims for or arising from (i) any failure by Contractor to pay for any goods or services obtained by it hereunder, (ii) any negligent act, error or omission on the part of Contractor or any of its directors, officers, partners, members, agents or employees in the acquisition or provision of any goods or services hereunder, and (iii) any injury (including death) to persons, or damage to real or personal property (including the loss of use thereof and environmental contamination), which results from any act, error or omission on the part of Contractor or any of its directors, officers, partners, members, agents or employees under or in connection with this Contract. In case any action or proceeding is brought against any of the Indemnitees by reason of any matter which is the subject of the foregoing indemnity, Contractor shall pay all costs of investigation and defense (including, but not limited to, all court costs, reasonable attorneys' fees, and out-of-pocket expenses), and all losses and liabilities which result therefrom. The provisions of this Section shall survive the expiration or earlier termination of this Contract.



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### 9.11.6 The Contractor's Insurance Requirements.

The Contractor shall purchase and maintain such insurance as will protect it and the other parties specified or referenced within the Proposal and subsequent Contract from claims identified below, which may arise out of or result from the Contractor(s)'s performance of services under the Contract. This shall be the case, whether such operations are by the Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts of them may be liable.

At least ten (10) days before the Contract is executed and prior to performing any services thereunder the firm will be required to file with the HPA a certificate of insurance, executed by an insurance company or authorized representative satisfactory to the HPA and in an acceptable form. The policy shall name the "Hartford Parking Authority and the City of Hartford" as additional insureds and state that, with respect to the proposal, the firm carries insurance in accordance with the following requirements or will obtain such insurance.

The Contractor shall purchase and maintain for the duration of the Contract, including any and all extensions or renewals thereof, the following insurance coverage:

- 9.11.6.1.1 Commercial General Liability Insurance (including contractual liability coverage) insuring against damages to persons and property (including, but not limited to, loss of life) in an amount not less than a combined single limit of at least Two Million and 00/100 (\$2,000,000.00) Dollars for each occurrence;
- 9.11.6.1.2 Automobile Liability Insurance (including non-owned or hired vehicles) insuring against damages to persons and property (including, but not limited to, loss of life) in an amount not less than a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence;
- 9.11.6.1.3 Workers' Compensation Insurance covering Contractor and its agents and employees at the Connecticut Statutory limit including Employers' Liability with limits of One Million and 00/100 Dollars (\$1,000,000.00) for each accident, One Million and 00/100 Dollars (\$1,000,000.00) for each disease/policy limit, and One Million and 00/100 Dollars (\$1,000,000) for disease for each employee; and
- 9.11.6.1.4 Excess Liability Insurance with a minimum combined single limit coverage of not less than Five Million and 00/100 Dollars (\$5,000,000.00); and,

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- 9.11.6.1.5 Garage Kepper's Liability Insurance covering the loss or damage to automobiles. The minimum coverage will be for the "Specified Cause of Loss" including fire lightning, explosion, theft, mischief or vandalism with the total limits of not less than \$500,000. This policy may not contain a per vehicle deductible that is greater than \$500.
- 9.11.6.2 All insurance will be affected under standard form policies by insurers of recognized responsibility which are licensed to do business in the State of Connecticut and which are rated as A-(VIII) or better by the latest edition of Best's Rating Guide or other recognized replacement therefore. Except as otherwise provided to the contrary in this Section, any insurance required by this Contract may be obtained by means of any combination of primary and umbrella coverages and by endorsement and/or rider to a separate or blanket policy and/or under a blanket policy in lieu of a separate policy or policies, provided that Contractor shall deliver a certificate of insurance of any said separate or blanket policies and/or endorsements and/or riders evidencing to HPA that the same complies in all respects with the provisions of this Contract, and that the coverages thereunder and the protection afforded HPA and the City as additional insureds hereunder are at least equal to the coverages and protection which would be provided under a separate policy or policies procured solely under and by reason of this Contract.
- 9.11.6.3 Except as otherwise indicated, the insurances required in this Section may be carried on either an "occurrence" or a "claims made" basis, providing, however, that, should any insurance be carried on a "claims made" basis, Contractor also shall be obligated to procure an extended reporting period thereto or a subsequent "claims made" policy with the same retroactive date as the prior "claims made" policy, as necessary to protect HPA and City as additional insureds from any claims, actions or causes of action which first accrue during the term hereof.
- 9.11.6.4 All references in this Section to a "deductible" shall be deemed to mean a deductible and/or a self-insured retention. No policy required to be procured by Contractor pursuant to this Contract shall be subject to a deductible or similar provision limiting or reducing coverage. If any person is owed, pursuant to any policy required hereunder, any sum which is subject to a deductible, Contractor shall pay such deductible. Contractor agrees that it will not carry or be the beneficiary of any insurance insuring Contractor or any other person or entity against the risks for which insurance is required to be maintained pursuant to this Section unless the insurance and

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insurance carriers otherwise comply with the terms of this Section.

- 9.11.6.5 HPA and City shall be included as additional insureds for all insurance policies required hereunder, other than for Workers' Compensation coverage. ACCORDINGLY, THE FOLLOWING UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE ACORD INSURANCE CERTIFICATE: The Hartford Parking Authority and the City of Hartford are included as Additional Insureds, ATIMA. Each certificate of insurance shall provide not less than a thirty (30) day notice to the HPA and the City of any cancellation, reduction or other material change in the coverage to be provided under any of the insurance required hereby. The certificates of the policy or policies evidencing such coverages shall be delivered to HPA and City upon the execution hereof and at least thirty (30) days prior to the anniversary date thereof each year thereafter.
- 9.11.6.6 All insurance policies referred to in this Section shall provide that any losses thereunder shall be adjusted with HPA and City, and that any loss thereunder shall be payable to HPA and City as their interests may appear as additional insureds. Neither party shall unreasonably withhold or delay its endorsement to any insurance check payable hereunder.
- 9.11.6.7 It is agreed between the parties hereunto that the amounts of insurance in this Contract do not, in any way, limit the liability of Contractor to the Indemnitees by virtue of its promise to indemnify and hold harmless the Indemnitees so that in the event that any Claim results in a settlement or judgment in an amount in excess of the amount of insurance coverage carried by Contractor, Contractor shall be liable to the Indemnitees for the difference, plus all fees and expenses incurred in collecting the same, all at Contractor's sole cost and expense.
- 9.11.6.8 Insurance requirements and coverages may be reviewed from time to time during the term of this Contract and all extensions and renewals hereof. Contractor agrees to comply with any and all reasonable insurance requirements or modifications made by the City's Risk Manager.
- 9.11.6.9 Cancellation or other termination of insurance policies required by this Contract without immediate replacement thereof may be considered a default under this Contract. Contractor agrees that such default may be cured by procurement of insurance on behalf of Contractor, at Contractor's expense, and deducted from any amounts otherwise due to Contractor under this Contract or any other contract with HPA, at HPA's option.

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**9.11.6.10 Production of Insurance Policies.** The Contractor shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by HPA. In providing said policies, the Contractor may redact provisions of the policy that are proprietary. This provision shall survive the suspension, Expiration or Termination of the Contract.

**9.11.6.11 Certificate of Insurance.** In conjunction with the above, the Contractor agrees to furnish to HPA a Certificate of Insurance on the form(s) provided by HPA, fully executed by an insurance company or companies satisfactory to HPA, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said certificate of insurance.

The certificates of insurance shall contain a provision that coverage afforded under the policies shall not be canceled until at least thirty (30) days prior notice bearing the Contract number has been given to HPA.

The Contractor shall carry and maintain such insurance at all times during all terms of the Contract, and during the time that any provisions survive the Termination or Expiration of the Contract.

**9.11.7 Failure to Maintain Insurance.**

In the event the Contractor fails to maintain the minimum required coverage as set forth herein, HPA may, at its option, purchase insurance and invoice or offset the Contractor's invoices for the cost of said insurance.

**9.11.8 Entire Contract.**

The Contract entered into by the Contractor and HPA, together with the schedules, exhibits and other attachments, all of which are incorporated into the Contract by this reference, shall be the entire Contract between the parties with respect to parking management and operation services, and shall supersede all prior agreements, Proposals, offers, counteroffers and understandings of the parties, whether written or oral. Further, no alteration, modification or interpretation of the Contract shall be binding unless in writing and signed by both parties. The Contract shall be entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract. HPA and the Contractor will participate in the drafting of the Contract and any ambiguity contained in the Contract shall not be construed against HPA or the Contractor solely by virtue of the fact that either HPA or the Contractor may be considered the drafter of the Contract or any particular part of it.

**9.11.9 Contractor Responsibility.**

The Contractor shall represent that it is fully experienced and properly qualified to perform the services required by the Contract, and that it is properly licensed, equipped, organized and financed to perform such services. In the performance of the Contract, the Contractor shall act as an independent Contractor,

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**maintaining complete control over its employees and all of its Subcontractors and consultants. The Contractor shall furnish fully qualified personnel to perform its services under the Contract. The Contractor shall perform all services in accordance with the provisions of the Contract and in compliance with all applicable laws and regulations. It shall be further acknowledged that the services rendered by the Contractor to HPA hereunder do not in any way conflict with other contractual commitments with or by the Contractor. The Contractor is responsible for the entire performance of the Contract regardless of whether the Contractor performs such services and requirements itself.**

**9.11.10 Executive Orders.**

**This Contract is subject to the provisions of:**

**9.11.11 Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices;**

**9.11.12 Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; and,**

**9.11.13 Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.**

**At the Contractor's request, HPA shall provide a copy of these orders to the Contractor.**

**9.11.14 Representations and Warranties.**

**The Contractor shall represent and warrant to HPA for itself, the applicable Contractor Parties, its partners and Subcontractors, that:**

**9.11.14.1 They are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and performance of the Proposal and the Contract and have the power and authority to execute, deliver and perform their obligations under the Contract;**

**9.11.14.2 They will comply with all applicable local, state and federal laws and municipal ordinances in satisfying their obligations to HPA under and pursuant to the Contract;**

**9.11.14.3 The execution, delivery and performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (a) any provision of law; (b) any order of any court; or (c) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;**

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- 9.11.14.4 They can re-certify and up-date the disclosures request by Sections 5.1.4 and 9.11.2 of this RFP;
  - 9.11.14.5 They have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
  - 9.11.14.6 To the best of their knowledge, there are no claims involving the Contractor, applicable Contractor Parties, its partners or Subcontractors that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract;
  - 9.11.14.7 They shall disclose, to the best of their knowledge, to HPA in writing any claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such claims. For purposes of the Contractor's obligation to disclose any claims to HPA, the ten (10) days in the section of the Contract concerning disclosure of Contractor litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;
  - 9.11.14.8 The Proposal was not made in connection or concert with any other person, entity or Proposer, including any affiliate of the Proposer, submitting a Proposal for the same goods or Services, and is in all respects fair and without collusion or fraud;
  - 9.11.14.9 They are able to perform under the Contract using their own resources or the resources of a party who is not a Proposer;
  - 9.11.14.10 The Contractor shall obtain in a written agreement with any Contractor Parties, all of the representations and warranties in this section, and to require that provision to be included in any contracts and purchase orders with such Contractor Parties;
  - 9.11.14.11 They have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;

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- 9.11.14.12 They have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
  - 9.11.14.13 They owe no unemployment compensation contributions;
  - 9.11.14.14 They are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
  - 9.11.14.15 All of their vehicles have current registrations and insurance and, unless such vehicles are no longer in service, they shall not allow any such registrations or insurance to lapse;
  - 9.11.14.16 Each partner or Subcontractor has vested in the Contractor plenary authority to bind them to the full extent necessary or appropriate to ensure full compliance with and performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from HPA, such information as HPA may require to evidence, in HPA's sole determination, compliance with this section;
  - 9.11.14.17 Except to the extent modified or abrogated in the Contract, all title shall pass to HPA upon complete installation, testing and Acceptance of the goods, Components or services and payment by HPA;
  - 9.11.14.18 If either party Terminates the Contract, for any reason, they shall relinquish to HPA all title to the goods or Components delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by HPA;
  - 9.11.14.19 With regard to third party products provided with the goods and Components, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
  - 9.11.14.20 They shall not copyright, register, distribute or claim any rights in or to the goods or Components after the effective date of the Contract without HPA's prior written consent;
  - 9.11.14.21 They either own or have the authority to use all title of and to the goods and Components, and that such title is not the subject of any encumbrances, liens or claims of ownership by any third party;
  - 9.11.14.22 The goods or Components do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

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9.11.14.23 HPA's use of any goods or Components shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

9.11.14.24 If they procure any goods or Components, they shall sublicense such goods or Components and that HPA shall be afforded the full benefits of any manufacturer or Subcontractor licenses for the use of the goods or Components; and

9.11.14.25 They shall assign or otherwise transfer to HPA, or afford HPA the full benefits of any manufacturer's warranty for the goods or Components, to the extent that such warranties are assignable or otherwise transferable to HPA.

**9.11.15 Debarment or Suspension.**

Suspended or debarred companies, suppliers, material men, lessors or other vendors may not submit Proposals for a HPA contract or participate under the terms of the Contract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

9.11.15.1 The signature on the Contract by the Contractor shall constitute certification that, to the best of its knowledge and belief, the Contractor or any Person associated therewith in the capacity of owner, partner, director, officer, principal investigator, Project director, manager, auditor or any position involving the administration of federal or State funds:

9.11.15.1.1 Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Governmental Authority;

9.11.15.1.2 Has not within a five (5) year period preceding the Contract been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract for a Governmental Authority, violation of federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, tax evasion, violating federal criminal tax laws, or receiving stolen property;



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9.11.15.1.3 Is not presently indicted for or otherwise criminally or civilly charged by a Governmental Authority with commission of any of the offenses enumerated in sub-section 9.11.13.1.2 of this certification; and,

9.11.15.1.4 Has not within a three (3) year period preceding the Contract had one or more transactions for a Governmental Authority terminated for cause for default.

9.11.15.2 Where the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to the Contract. The Contractor agrees to insure that the following certification is included in each Subcontract to which it is a party, and further, to require said certification to be included in any lower tier Subcontractors and purchase orders:

9.11.15.2.1 The prospective lower tier participant certifies, by submission of this Proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Governmental Authority.

9.11.15.2.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

**9.11.16 Events of Default and Remedies.**

9.11.16.1 Events of Default. In addition to any other provisions reference in the Contract, any of the following occurrences or acts shall constitute an Event of Default under this Contract:

9.11.16.1.1 Whenever Contractor shall do, or permit anything to be done, whether by action or inaction, contrary to any of the covenants, agreements, terms or provisions contained in this Contract which on the part or behalf of Contractor are to be kept or performed, and Contractor fails to correct any such breach within ten (10) days after Contractor's receipt of written notice of such breach from HPA; or

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- 9.11.16.1.2** If any determination shall have been made by competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that Contractor's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to Contractor's performance of this Contract; or
- 9.11.16.1.3** whenever an involuntary petition shall be filed against Contractor under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or a receiver of Contractor or of or for the property of Contractor shall be appointed without the acquiescence of Contractor, or whenever this Contract or the unexpired balance of the term would, by operation of law or otherwise, except for this provision, devolve upon or pass to any person, firm or corporation other than Contractor or a corporation in which Contractor may be duly merged, converted or consolidated under statutory procedure, and such circumstance under this subparagraph shall continue and shall remain undischarged or unstayed for an aggregate period of sixty (60) days (whether or not consecutive) or shall not be remedied by Contractor within sixty (60) days; or
- 9.11.16.1.4** whenever Contractor shall make an assignment of the property of Contractor for the benefit of creditors or shall file a voluntary petition under any bankruptcy or insolvency law, or whenever any court of competent jurisdiction shall approve a petition filed by Contractor under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever a petition shall be filed by Contractor under the arrangement provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever Contractor shall desert or abandon the Project; or
- 9.11.16.1.5** If any competent authority shall have determined that Contractor is in default of any federal, state or local tax obligation; or

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**9.11.16.1.6 Pursuant to Resolutions passed by the Court of Common Council on March 4, 1996 and January 13, 1997, if Contractor or any of its principals are in default of any tax or other financial obligations which are owed to HPA or City. Default shall be considered to have occurred under this subsection when any payment required to be made to HPA or City is more than thirty (30) days past due.**

**9.11.16.2 Election of Remedies. If any Event of Default hereunder shall have occurred and be continuing, HPA may elect to pursue any one or more of the following remedies, in any combination or sequence:**

**9.11.16.2.1 Take such action as it deems necessary, including, without limitation, the temporary withholding or reduction of payment;**

**9.11.16.2.2 Suspend Project operation;**

**9.11.16.2.3 Require Contractor to correct or cure such default to the satisfaction of HPA; and/or**

**9.11.16.2.4 Terminate this Contract for cause in accordance with Section 9.11.15 hereof.**

**The selection of any remedy shall not prevent or stop HPA from pursuing any other remedy and shall not constitute a waiver by HPA of any other right or remedy.**

**9.11.17 Termination.**

**9.11.17.1 Termination for Cause. Upon the occurrence of any Event of Default, as set forth in Section 9.11.14 or as otherwise set forth in the Contract hereof, HPA may terminate this Contract by giving five (5) days' prior written notice thereof to Contractor.**

**9.11.17.2 Termination for Non-availability of Funds. In the event HPA shall not have funds available for the Project, HPA may terminate this Contract on thirty (30) days' prior written notice thereof to Contractor.**

**9.11.17.3 Termination at Will. Notwithstanding any provisions in the Contract, HPA, through a duly authorized employee, may terminate the Contract whenever HPA makes a written determination that such Termination is in the best interests of HPA. HPA shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete performance under the Contract prior to such date.**

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**9.11.17.4 Payment Upon Termination.** In the event this Contract is terminated pursuant to Sections 9.11.15.2 or .3 above, HPA shall make full payment to Contractor for all Services performed in accordance with this Contract up to and including the date of termination within sixty (60) days of such date of termination and presentation of Contractor's invoices therefore in accordance with Section 9.11.15.3 above.

**9.11.17.5 Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by HPA.**

**9.11.17.6 In the event that HPA shall terminate the Contract under this provision or the Contractor abandons operation, HPA reserves the right to enter into a new Contract with others and to pursue its rights under the Contract as against the Contractor and/or its surety.**

**9.11.18 Remedies and Liquidated Damages.**

HPA remedies and liquidated damage provisions for non-performance or failure to meet deadlines shall be finalized in the Contract.

**9.11.19 Contractor Changes.**

The Contractor shall notify HPA, in writing, of any change in its certificate of incorporation, a change in more than a controlling interest in the ownership of the Contractor or a change in the individual(s) in charge of the performance to be completed under the Contract no later than ten (10) days from the effective date of the change. This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the performance. HPA, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to HPA's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under the terms of the Contract. The Contractor shall deliver such documents to HPA in accordance with the terms of HPA's written request. HPA may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor partner or Subcontractor as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor shall continue to perform under the Contract until it is fully performed.

**9.11.20 Key Personnel and Approved Subcontractors.**

**9.11.20.1 Contractor Key Personnel.** Each of the Contractor's key personnel, as described in Section 8.3.1.1 of this RFP and as set forth in their Proposal, shall have the functions assigned as set forth in the Contract, as may be modified, from time to time, to meet the requirements of this Project. HPA shall have the right to interview, as deemed necessary, and the Contractor shall not designate any Contractor key personnel without consulting with HPA's Contract Administrator and Project Administrator,

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to assure any mutually acceptable replacements. However, pending HPA's approval of an individual proposed by the Contractor to be a Contractor key personnel, the Contractor may designate an individual to serve in that position on an interim basis.

**9.11.20.2 Assignment of Key Personnel.** Contractor key personnel shall remain assigned to this Project for a period equal to work required of said Contractor key personnel as set forth in the Contract. During the Contract Term, the Contractor shall not, without consultation with HPA's Contract Administrator and Project Administrator, reassign that individual except (i) for a bona fide promotion; resignation, or, (ii) if the Contractor reasonably determines that the individual has failed to adequately perform his or her duties; or, (iii) if the function or position is no longer required under the provisions of the Contract.

**9.11.20.3 Replacement of Key Personnel.** If any one of the Contractor key personnel is reassigned, becomes incapacitated, or ceases to be employed by the Contractor and therefore becomes unable to perform the assigned functions or responsibilities, the Contractor shall promptly replace such person with another qualified person in consultation with HPA's Contract Administrator and Project Administrator. In the event of reassignment, the Contractor shall provide reasonable notice to HPA, taking into account the status of the Project and the schedule pertaining thereto. At the beginning of each new phase, if any, or at the milestone for a deliverable, if any, the parties shall agree on any modifications to the Contractor key personnel as set forth in the Contract, taking into account career development, the best interests of the Project and other similar issues.

**9.11.20.4 HPA Key Personnel.** HPA key personnel shall be identified in the Contract. HPA realizes that continuity of personnel is an important element of a successful Project, and will make reasonable efforts to retain the personnel in the roles to which they are assigned.

**9.11.20.5 HPA Right to Review Subcontractors recommended by the Contractor.** The Contractor may enter into written Subcontract(s) for performance of certain of its functions under the Contract in the manner described in the Contract. The Contractor represents that there are no legal issues or impediments that would interfere with the performance of the Contract by any approved Subcontractor. The Contractor shall be wholly responsible for the entire performance of the Contract whether or not approved Subcontractors are used. The Contract shall contain a list of the approved

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Subcontractors as of the effective date of the Contract. Furthermore, HPA reserves the right to review any additional Subcontractors for the Contract, who, once approved, shall be deemed to be approved Subcontractors, and to request that the Contractor replace approved Subcontractors who are found at any time to be unacceptable.

9.11.20.6 The Contractor's Continuing Obligation Regarding Subcontractors. In the event the Contractor has provided or recommended third-party system and/or Components as specified in the exhibits to the Contract, HPA shall allow the Contractor to subcontract to provide the necessary system and/or Components and obtain the appropriate warranties relating thereto to ensure compliance with the warranty and maintenance provisions of the Contract. Moreover, the Contractor shall have the continuing obligation to identify all of its Subcontractors and provide HPA with copies of all agreements with said Subcontractors, with the exception of the financial terms thereof, unless otherwise required by law.

9.11.20.7 Objections to Assignment of Personnel or Subcontractors. In the event either party has an objection to the assignment of personnel or a Subcontractor, the party shall file the objection in writing with the reasons enumerated therefore. The parties shall jointly consult on corrective action and handle objections on a case-by-case basis. This provision shall not be deemed to give HPA the right to require the Contractor to terminate any Contractor employee or approved Subcontractor; it is intended to give HPA only the right to require that the Contractor discontinue using an employee or approved Subcontractor in the performance of services rendered under the Contract.

#### 9.11.21 State Fiscal and Product Performance Requirements.

HPA, at its sole discretion, may terminate or reduce the scope of the services under the Contract, if available funding is reduced for any reason. HPA shall provide reasonable advance notification in the event that funds are not appropriated or available, and HPA will not authorize work to be performed by the Contractor if funds have not been appropriated or made available. The Contractor has no obligation to perform any work that exceeds the funds appropriated or available.

#### 9.11.22 Disputes.

Should any disputes arise with respect to the Contract, the Contractor and HPA agree to act immediately to resolve such dispute. The Contractor agrees that the existence of the dispute notwithstanding, it will continue without delay to carry out all its responsibilities under the Contract of all non-disputed work; any additional costs incurred by the Contractor or HPA as a result of such failure to proceed will be borne by the Contractor, and the Contractor will make no claim

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against HPA for such costs. Dispute resolution provisions will be included in the Contract.

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## **9.12 Legal Terms and Conditions Applicable to Services and Warranties**

### **9.12.1 PERFORMANCE OF SERVICES AND WARRANTIES.**

9.12.1.1 All Services shall be performed by Contractor in a timely and good workmanlike manner and in accordance with: (i) sound parking operations practices of, and pursuant to a standard of care exercised by, parking service providers performing similar services under like circumstances in the United States and Canada; (ii) any and all instructions, guidance and directions provided by HPA to Contractor; (iii) this Contract; and (iv) any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction, including but not limited to those ordinances of the City pertaining to affirmative action and living wage (collectively, the "Standards").

9.12.1.2 For the entire term of the Contract, including any extensions thereto from the date of installation of any system equipment and materials (the "Warranty Period") the Contractor warrants the workmanship, equipment, and materials furnished under this Contract against defects. If during or at the end of the Warranty Period HPA determines that any of such workmanship, equipment or materials is or has become defective, Contractor shall, at its own cost and expense, promptly repair or replace such defective workmanship, equipment or materials in order to render the same to the same condition as warranted above. Any repairs to or replacements of such workmanship, equipment or materials required under this Section 9.12.1.1 must be approved by HPA before Contractor may commence performance of such repairs or replacements, and all such approved repairs and replacements shall be performed in accordance with all applicable Standards. In connection therewith Contractor shall obtain all warranties and guaranties for all materials and equipment furnished hereunder by Contractor that are assignable to HPA. Contractor shall assign such warranties and guaranties to HPA upon the Acceptance Date. Contractor's obligations under this Section 9.12.1.1 shall survive the termination or expiration of this Contract.

### **9.12.2 Warranty Period.**

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The Warranty Period shall begin upon installation of any equipment and materials and will end upon termination of the Contract, including any extensions thereto. During this time the Contractor shall be responsible for Full System performance, bug fixes, design defects, maintenance, help desk, hardware and software issues and any other matters that affect the efficient and correct performance of the Full System. By mutual agreement in the Contract, HPA and Contractor may enlist the services of an outside arbitrator who would resolve such situations and whose decision would be final.

**9.12.3 Warranty.**

The Proposer shall set forth a warranty provisions taking into account the operational and system requirements of this RFP.

**9.12.4 Warranty Service Standards.**

The Proposer shall set forth a detailed explanation of the warranty services for the PCIMS.

**9.12.5 Warranties of Commercially Available Products.**

The Proposer shall agree to a provision pertaining to commercially available products, taking into account the requirements of this RFP.

**9.12.6 Implied Warranties.**

The Contract shall include a provision taking into account the requirements of this RFP.

**9.12.7 Inspection of Work Performed.**

All Contractor work shall be open for inspection at any time as required by the Project Administrator.

**9.12.8 PCIMS System Technology.**

**9.12.8.1 Readiness of Systems.** The Proposer must warrant, represent and certify in the Transmittal Letter that the system and related products utilized in response to the RFP, including commercially available and/or proprietary products that may be modified in order to meet the requirements of this RFP (software, hardware, operating systems, etc...) are currently manufactured and/or available for general sales, lease, or licenses on the date the Proposal is submitted, unless an alternative approach to the RFP requirements are otherwise agreed to by HPA. Any proprietary products, commercially available and/or proprietary products that may be modified in order to meet the requirements of this RFP must be identified as such.

**9.12.8.2 Non-Acceptance of System.** Failure of PCIMS to be operate in a manner conducive to meeting the requirements of this RFP shall result in HPA's withholding of payment.



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**9.12.8.3 Patent and Copyright Protection.** In accordance with Conn. Reg. §4d-3-9(b), the Contractor shall indemnify, defend, and hold harmless HPA, its agencies, officers, employees, and agents from and against all losses, liabilities, damages (including taxes) and all related costs and expenses (including reasonable attorney fees and all court awarded fees and costs, disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), incurred in connection with any claim, lawsuit or proceeding brought against HPA, its agencies, officers, employees and agents, by any third party, to the extent that such claim, action or proceeding is based on a claim that any Component(s) provided or recommended by the Contractor, including but not limited to software furnished herein, or the operation of such Component(s) infringes any patents, trademark, trade secrets or copyright of any person or entity, which right is enforceable under the laws of the United States. Any claimed infringement that results from the combination of Component(s) furnished hereunder with other Hardware and/or Software apparatus, or devices not furnished hereunder and not integrated together with the written advice and consent of the Contractor's Project Manager is specifically excluded from the terms of this indemnification provision. It is further agreed, except as provided herein, that the Contractor's obligation to indemnify, defend, and hold harmless HPA, its agencies, officers, employees and agents, herein, is subject to HPA granting the Contractor the right to control, the corresponding settlement and or legal proceedings at the Contractor's sole cost and expense. Without affecting its indemnification obligations, the Contractor's right to control the settlement and or legal proceedings as set forth herein shall be waived to the extent that the Contractor has: filed under any chapter of the bankruptcy code, as amended, or for the appointment of a receiver, or if an involuntary petition in bankruptcy is filed against the Contractor and said petition is not discharged within sixty (60) days, or becomes insolvent or makes a general assignment for the benefit of its creditors, or if its business or property shall come into the possession of its creditors, a receiver or any governmental agency or if HPA determines that the settlement or defense of the legal proceedings will place HPA in jeopardy. Both parties shall cooperate in the defense of such claims or demands.

HPA shall promptly, after receiving notice of the commencement or threatened commencement of any action or proceedings pertaining to an alleged infringement of any intellectual property right with respect to Component(s) provided or recommended by the Contractor, notify the

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Contractor of such claim. No failure to promptly notify the Contractor shall relieve the Contractor of its indemnification obligations except to the extent that the Contractor can demonstrate specific injury attributable to such failure. Within thirty (30) days following receipt of written notice from HPA relating to such claim, the Contractor shall notify HPA in writing that it will assume control of the defense and settlement of that claim, unless HPA requires an earlier response from the Contractor, which shall not be less than ten (10) days.

If, (1) in the Contractor's opinion, the Component(s), including but not limited to software furnished hereunder is likely to or does become the subject of a claim of infringement as set forth in this provision or, (2) said Component(s) is, or in either parties reasonable opinion likely to be or held to be, infringing, the Contractor shall immediately notify HPA in writing and without diminishing the Contractor's indemnification obligations, may, at its expense and upon mutual agreement of the parties, (1) obtain or otherwise procure the right for HPA to continue the use of such Component(s) at the Contractor's expense; (2) replace or modify to the reasonable satisfaction of HPA, the Component(s) at issue with Component(s) of equivalent function and performance so as to make it non-infringing, at the Contractor's expense; or, (3) direct the return of the Component(s) and the Contractor will refund to HPA the fees paid for such Component(s). If the use of such Component(s) by HPA is otherwise prevented by law, the Contractor agrees to take back such Component(s). HPA shall pay for the use and maintenance of the Component(s) from the date of Acceptance until HPA is enjoined from its use, according to the terms of its Contract. The Contractor agrees to grant HPA a credit for returned Component(s), as depreciated. The depreciation shall be an equal amount per year over the life of the Component(s) in accordance with prevailing federal tax laws.

The Contractor shall reserve the right to control the proceedings and the entire cost and expense of the settlement negotiations and all legal proceedings to the extent it acknowledges its full indemnification obligations hereunder and can demonstrate to the satisfaction of HPA its financial ability to carry out its defense and indemnity obligations. In conjunction with any such lawsuit, claim, proceeding, or settlement, the Contractor shall keep HPA informed of the progress thereof. With respect to any such settlement, the Contractor shall (a) bear the costs thereof (including any settlement amount which HPA would be required to pay), however, the Contractor shall not have the right, without HPA's

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consent, to settle any claim, lawsuit or proceeding if the settlement contains a stipulation or admission or acknowledgment of any liability or wrongdoing (whether in contract, tort or otherwise) on the part of HPA which is beyond the scope of any indemnification provided by the Contractor to HPA, and (b) make reasonable efforts to make any such settlement confidential.

The Contractor need not indemnify HPA, however, if the claim of infringement is caused by (i) HPA's misuse or unauthorized modification of the Component(s); (ii) HPA's failure to use corrections or enhancements designed to avoid the infringement and delivered by the Contractor; (iii) HPA's use of the Component(s) in combination with any product or information not owned, developed or recommended by the Contractor; or, (iv) HPA's distribution, marketing or use for the benefit of third parties of the Component(s).

#### **9.12.9 Project Manager**

For the Term of the Contract, the Contractor's Project Manager shall be on-site in Connecticut at least 50% of the work days of any given calendar month, unless otherwise agreed upon with HPA's Project Administrator.

#### **9.12.10 Antitrust.**

The Contractor shall assign to HPA all rights, title and interest in and to all Claims that it may have or will have, directly or indirectly, under 15 U.S.C. 15 or under C.G.S. Title 35, Chapter 624, relating in any way to the types of products and associated services that are the subject of the Contract. This assignment shall be made and become valid from the effective date of the Contract, without any further action or acknowledgment by the parties. The Contractor shall include the following paragraph in any type of contract that it may enter into with any approved Subcontractor relating to the Contract:

The [NAME OF APPROVED SUBCONTRACTOR] shall assign to HPA of Connecticut all rights, title and interest in and to all actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum, that it may have or will have under 15 U.S.C. 15. or under C.G.S. Title 35, Chapter 624, relating in any way to the types of products and associated services that are the subject of the Contract between the Contractor and HPA, dated \_\_\_\_\_. This assignment shall be made and become valid from the effective date of the contract, without any further action or acknowledgment by the parties.

#### **9.12.11 Taxes-Federal, State and Local.**

HPA is exempt from federal excise, State and local sales taxes. The Contractor remains responsible however, for any taxes applicable to it in connection with its performance under the Contract.

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## **9.13 Required Forms and Certifications**

### **9.13.1 Nondiscrimination.**

References in this section to "contract" shall mean the Contract and references to "contractor" shall mean the Contractor.

#### **9.13.1.1 The following subsections are set forth here as required by C.G.S., §4a-60:**

- (a) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;
- (b) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
- (c) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each Subcontractor or supplier with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in

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conspicuous places available to employees and applicants for employment;

- (d) the Contractor agrees to comply with each provision of this section and §§46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to §§46a-56, 46a-68e and 46a-68f;
- (e) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and §46a-56.

9.13.1.2 If the contract is a public works contract, the Contractor agrees and warrants that he will employ minority business enterprises as Subcontractors and suppliers of materials on such public works Project at participation percentages set forth in the Hartford Code, as may be amended from time to time. To the extent this is a Public works Contract, the Contractor shall be held to a fifteen (15%) percent MBE standard. Prior to entering into the contract, the Contractor shall provide HPA or such political subdivision of HPA with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "Contractor" includes any successors or assigns of the Contractor.

9.13.1.3 "Minority business enterprise" means any small Contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (a) who are active in the daily affairs of the enterprise, (b) who have the power to direct the management and policies of the enterprise and (c) who are members of a minority, as such term is defined in subsection (a) of C.G.S., §32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that

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such initial efforts will not be sufficient to comply with such requirements.

- 9.13.1.4 Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works Projects.
- 9.13.1.5 The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- 9.13.1.6 The Contractor shall include the provisions of Section 9.13.1.1, above, in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with HPA and such provisions shall be binding on a Subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S., §46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the commission, the Contractor may request HPA to enter into any such litigation or negotiation prior thereto to protect the interests of HPA and HPA may so enter.
- 9.13.1.7 The following subsections are set forth here as required by C.G.S., §4a-60a:
- (a) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
  - (b) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such

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Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

- (c) The Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to C.G.S., §46a-56;
- (d) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and C.G.S., §46a-56.

The Contractor shall include the provisions of Section 9.13.1.7, above, in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with HPA and such provisions shall be binding on a Subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S., §46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the commission, the Contractor may request HPA to enter into any such litigation or negotiation prior thereto to protect the interests of HPA and HPA may so enter.

Prior to entering into the Contract, the Proposer shall provide HPA with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such Proposer to support the nondiscrimination agreement and warranty set forth in this section.

#### 9.13.2 Living Wage Ordinance.

The Contractor shall certify compliance with and the jurisdiction of the City of Hartford Living Wage Ordinance as set forth in §§2-761 *et. seq.* of the Hartford Code, as may be amended from time to time.

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**9.13.3 Equal Employment Opportunity.**

The Contractor shall certify compliance with and jurisdiction of §2-545 of the Hartford Code, as may be amended from time to time as it relates to Equal Employment Opportunity Employment. A copy of said code section is enclosed herein for reference. Accordingly, the Contractor shall complete and submit a "BIDDER'S EEO REPORT" attached hereto as Schedule E-2.

**9.13.4 Affirmative Action for Professional Services.**

The Contractor shall certify compliance with and jurisdiction of §2-692 et seq. of the Hartford Code (as applicable) with respect to the City of Hartford affirmative action plan for Agreements for Professional Services.



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## Section 10. Glossary of Defined Terms

<b>“BAFP”</b>	<b>Best and Final Proposal.</b>
<b>“C.G.S.”</b>	<b>The Connecticut General Statutes, as amended from time to time.</b>
<b>“CHO”</b>	<b>Citation Hearing Office</b>
<b>“City”</b>	<b>The City of Hartford, Connecticut.</b>
<b>“Competitive Negotiation”</b>	<b>As defined in §2-549 of the Hartford Code.</b>
<b>“Contract”</b>	<b>The definitive written agreement between the State and the Contractor with regard to the services contemplated under this RFP. The Contract shall contain, among other things, the terms and conditions set forth in Section 9 hereof and the solutions requirements, subject to further negotiation and change by the State, together with any and all addenda, exhibits, schedules and historical documents incorporated therein, including without limitation the RFP and the Proposal.</b>
<b>“Contract Administrator”</b>	<b>The administrator of the Contract on behalf of the HPA.</b>
<b>“Contract Term”</b>	<b>Shall be set forth in the Contract based on the requirement of Section 9.1 of the RFP.</b>
<b>“Contractor”</b>	<b>The Person named in the Contract following an award in response to this RFP. The Contractor shall be responsible for all services and requirements under the Contract.</b>
<b>“Contractor Parties”</b>	<b>Any parent organization, subsidiaries, affiliates, other related entities, directors, officers, stockholders or shareholders who own more than 5% of the Proposer or Contractor (See “Proposer Parties”).</b>
<b>“Due Diligence”</b>	<b>As defined in Section 8.2 of this RFP.</b>
<b>“Evaluation Committee”</b>	<b>The Committee, established by the HPA, in order to evaluate and score the Proposals.</b>
<b>“Expiration”</b>	<b>An end to the Contract due to the completion in full of the mutual performance of the parties or due to the Contract’s term being completed.</b>
<b>“FOI or FOIA”</b>	<b>The Freedom of Information Act, as amended, together with all regulations promulgated thereunder, from time to time (§§1-200 et seq. of the C.G.S.).</b>
<b>“Governmental Authority”</b>	<b>Each and every governmental agency, authority, bureau, department, quasi-governmental body, or other entity or</b>

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	instrumentality, including the United States government and the State.
<b>“Hartford Code”</b>	The Municipal Code of the City of Hartford, as may be amended from time to time. The ordinances or local laws of the City are applicable to the services and shall remain applicable, as may be amended for the duration of the RFP and the term (s) of the subsequent Contract.
<b>“HPA”, “Parking Authority” or “Authority”</b>	The Hartford Parking Authority, the authorizing agency for this procurement.
<b>“HPA Point of Contact”</b>	The individual designated by HPA or his/her designee, as the single point of contact for Proposers during the Proposal and evaluation processes.
<b>“PDF”</b>	Portable Document Format.
<b>“Person”</b>	An individual, partnership, corporation, business trust, trust, firm, limited liability company, limited liability partnership, joint stock company, corporation, unincorporated association, society, governmental subdivision, agency or public or private organization or entity.
<b>“Project”</b>	-----
<b>“Project Administrator”</b>	The individual appointed by the HPA that has overall authority for the Project.
<b>“Project Manager”</b>	The Contractor’s Project Manager.
<b>“Project Plan” or “SOW”</b>	The guiding document or workplan for implementation of the particular services for the HPA’s facilities.
<b>“Proposal”</b>	The written offer submitted by a Proposer in response to this RFP, including any and all supporting documents, plans and other materials.
<b>“Proposer”</b>	A Person that submits a Proposal;
<b>“Proposer Parties”</b>	Any parent organization, subsidiaries, affiliates, other related entities, directors, officers, stockholders or shareholders who own more than 5% of the Proposer or Contractor (See “Contractor Parties”).

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**“Request for Proposals  
or “RFP”**

**This Request for Proposals, together with and including all schedules, exhibits and addenda attached hereto.**

**“State”**

**The State of Connecticut.**

**“Subcontractor”**

**Any Person (other than the Contractor) hired to do any of the work or provide any of the services described in this RFP.**

**“Termination”**

**Means an end to the Contract prior to the end of its agreed term whether effectuated pursuant to a provision of the Contract or for a breach. Termination may also include, in its proper context, the Expiration of the Term of the Contract.**

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## Section 11. Schedules

### Schedule A- Operating Standards for Off-Street and On-Street Parking Management

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## **1.0 ORGANIZATION AND MANAGEMENT – OFF-STREET PARKING**

### **1.01. Off-Street Parking Operations and Management Plan**

#### **1.01.1. Development of Plan and Standard Procedures Manuals**

In order to ensure the parking system is operated and managed in an efficient and effective manner, an Off-Street Parking Operations and Management Plan (“Off-Street Plan”) shall be developed by the Selected Proposer (“Contractor”). The Off-Street Plan should address all of the issues and standards noted in this Schedule (for each operational area), plus any additional issues noted by the Contractor. Once the Off-Street Plan is developed and approved, future adjustments may be necessary. The Off-Street Plan should be reviewed and updated on an annual basis to ensure all necessary issues and standards are accurately addressed.

In addition, all policies and procedures developed to address the operational/management standards noted in this Schedule should be written and compiled in a Standard Operating Procedures (SOP) manual. A SOP manual shall be developed for each off-street parking facility. The SOP manuals will clarify all necessary operating policies and procedures and provide a reference for all employees of the Contractor or any sub-contractor. The SOP manuals should include all necessary policies and procedures related to the standards included in this Schedule.

#### **1.01.2. Management and Operational Staff**

The Off-Street Plan should include sufficient management staff to ensure sufficient oversight of parking operations and maintenance. As the operating hours of each operational area of the system can vary depending on specific needs (e.g., special events, hotel operations, special parking enforcement needs), it should be recognized that variable work shift can be required for both operational and managerial staff. At a minimum, parking system staffing should include (but not be limited to) the following:

- **General Manager – Provides overall management and oversight of the parking system and coordinates management activities for all operations sections.**
- **Facility and Section Managers – This includes operational managers for each parking structure. Each manager would be responsible for oversight and reporting for their assigned areas of responsibility.**
- **Facility and Section Supervisors – Supervisors will provide field level oversight of parking facility staff. Supervisors would be responsible for issues such as (but not limited to) scheduling staff, ensuring field level revenue control and auditing, ensuring policies and procedures are followed, and providing progressive discipline as necessary.**

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- **Operational Staff** - Operational staff includes (but is not limited to) facility cashiers, parking attendants (non-cashier facility staff), maintenance staff, office cashiers, and administrative staff. Standards related to these staff members are outlined in the following sections of this Schedule.

The Off-Street Plan should include an organizational chart, job descriptions, requirements, responsibilities, and training requirements for each staff position. Where possible, the Off-Street Plan should also identify key staff members (e.g., management level staff) and provide necessary contact information.

The Contractor will be responsible for determining the appropriate operational and management staffing for the Church and Morgan Street Garages, subject to HPA approval. Further, the Contractor will be solely responsible for the actions of its personnel and any consultants or agents it hires.

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## **2.0 OPERATIONS AND MANAGEMENT OFF-STREET PARKING**

### **2.01. Parking Access and Revenue Control Equipment**

Parking access and revenue control system equipment (“PARCS”) has been installed in each of the parking facilities and the maintenance of it is the responsibility of the HPA, not the Contractor. However, the Contractor shall be diligent in reporting any malfunctions or issues requiring attention by the HPA.

The following PARCS operational standards are recommended:

- **Equipment should be maintained per manufacturer recommendations, including (but not limited to):**
  - **Lubrication of moving parts**
  - **Cleaning of equipment and associated mechanisms**
  - **Periodic inspections of each piece of equipment**
  - **Required updates of system software**
  - **Replacement of damaged/malfunctioning parts**
- **PARCS equipment should be repaired within eight (8) business hours of a malfunction notice and replaced within forty-eight (48) hours of a notice of complete equipment failure.**
- **Each component of the PARCS should be individually identified using a unique code that identifies the lane it is located on and the type of equipment it is (e.g., a ticket dispenser located on Lane 1 could be labeled L1-TS). Each piece of equipment should be labeled with its’ identifier and located on a facility lane map.**
- **All equipment maintenance should be recorded using a maintenance log maintained in each facility. This log should include the date and time of each malfunction (or noted repair need), the equipment identifier, the nature of the malfunction (or repair need), the date and time of service/repair, and the name of the repair technician.**
- **Each facility’s equipment maintenance log should be reviewed at least once per month to identify outstanding maintenance issues, determine the responsiveness of equipment maintenance providers, and identify equipment concerns.**
- **With the assistance of the equipment provider and/or the current maintenance provider, a training plan should be developed to provide basic equipment training to parking staff. This training should include basic equipment maintenance (e.g., clearing ticket jams) to help minimize equipment downtime.**
- **The lifespan of PARCS equipment will vary depending on environmental conditions and preventative maintenance performed. However, PARCS equipment replacement should be considered once repair costs exceed the cost of**



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**purchasing new equipment. This typically occurs once the equipment reaches eight to twelve years of service.**

**Any future off-street parking revenue control equipment should be of a similar design and operating methodology to that of the prevailing equipment (unless a new operating methodology is implemented on a facility-wide to system-wide basis), and should be ADA compliant.**

## **2.02. Parking Facility Offices**

**Each HPA parking garage includes a parking office. Each office provides space for facility administrative/management staff and cashiers, customer waiting areas, safe rooms, file storage, desktop computers (e.g., SCAN Net computers and parking staff workstations), and employee breaks.**

**Parking facility offices should be staffed during all regular business hours to assist patrons with parking issues (e.g., answering questions and processing monthly parking payments).**

## **2.03. Parking Facility Staffing**

### **2.03.1. Management and Supervision**

**The Contractor shall provide a parking facility manager and field-level supervisors in each parking garage. Given the current levels of parking utilization and activity, sufficient operational oversight is key to the success of the parking system.**

### **2.03.2. Administrative Staff/Cashiers**

**As each parking garage has a parking office, it is recommended that at least one administrative staff person (or office cashier) be available in each office during regular business hours. This staff position would be responsible for duties such as (but not limited to) basic administrative/office duties, answering customer questions, responding to incoming calls, verifying cash deposits, etc.**

### **2.03.3. Cashiers**

**Parking cashiers will process transient parking transactions in facility exit lanes using a fee computer. Sufficient cashier staff should be present to ensure safe and efficient transient processing with minimal customer delays.**

### **2.03.4. Special Event Attendants**

**Additional staff may be needed during special events to collect parking fees at entry, assisting with incoming traffic, and/or facilitate exiting traffic. Any traffic direction provided by parking employees should occur within the parking facilities only. Parking staff should not direct traffic on city streets.**

### **2.03.5. Maintenance Personnel (Porters)**

**Maintenance personnel will be responsible for daily custodial duties, scheduled facility maintenance, facility sweeping, and other directed maintenance projects.**

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### **2.03.6. Uniforms and Appearance**

All parking system employees should wear an HPA approved uniform at all times while on duty (management and office staff should be in appropriate business attire). The uniform should be consistent in all facilities, and clearly denote both the HPA logo and the logo of the contracted parking operator. In addition, all staff should conform to typical industry appearance standards (e.g., conservative hairstyles and facial hair, cleanliness, minimal jewelry, no visible tattoos, and clean uniforms).

In situations where staff will be directing facility traffic, adequate safety gear should be provided (e.g., reflective safety vests, traffic direction flags, flashlights with safety wands, traffic control barricades).

### **2.03.7. Training**

The Contractor shall develop a formalized training program for each staff position in the parking system. At a minimum, this should include (but not be limited to):

- A set amount of “classroom” training that covers all policies and procedures specific to the position.
- The period of classroom training should also cover basic customer service and, if necessary, conflict resolution training (e.g., parking enforcement officers).
- Supervised field/office training with an experienced employee.
- Equipment and/or vehicle training.
- An initial evaluation process to determine if the new employee has mastered the necessary skills to work alone.
- After sixty to ninety (60 - 90) days, a secondary evaluation process should be included to determine if the employee is effectively covering all job requirements or if retraining is necessary.
- Periodic refresher training for customer service and updates to parking system policies and procedures (at least twice per year).
- Cross-training opportunities to make parking staffing more flexible.
- Additional training opportunities to help prepare staff for possible advancement in the future.

### **2.03.8. Employee Policies and Procedures**

All employee policies, conduct requirements, as well as all progressive discipline policies, should be provided in a written SOP manual. The SOP manual should detail all expectations, serious offenses, and consequences for failing to meet the requirements. At a minimum, the SOP manuals should include the following items (but not be limited to):

- Job descriptions
- New hire procedures
- Employee screening and background check policies
- New employee training
- Attendance policies
- Uniform and appearance policies

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- Drug and alcohol policies
  - Employee conduct policies
    - Customer service policies
    - Booth and office policies
    - Handling questions from the public or media
    - Employee information policies
    - Employee honesty
    - Workplace visitor policies
    - Solicitations and distributions at work
  - Progressive discipline policies (including severe transgressions)
  - Break policy
  - Overtime policy
  - Employee evaluation policy
  - Vehicle usage policies
  - Safety and security policies
  - Cultural diversity, nondiscrimination, and harassment policies

#### **2.04. Cashiering and Attendant Operations**

The accurate and efficient processing of transient parking fees is crucial to a successful parking operation. This includes daily post-pay transient parking operations, prepay parking for special events and office cashiering. The Off-Street Plan and the SOP Manuals should address (but not be limited to) the following elements:

- Opening procedures (start of shift procedures)
- Cashier responsibilities
- Transaction processing procedures
- Validation policies and procedures
- Deposit procedures
- Closing procedures (end of shift procedures)
- Sample forms and logs
- Lot full procedures
- Special event parking policies and procedures (including both cashiering and traffic control)
- Incident reporting

HPA parking facilities currently accept cash, credit/debit cards, and approved customer validations for the payment of parking fees. The HPA does not accept checks for the payment of transient parking fees. Additional forms of payment such as (but not limited to) parking specific debit cards and/or prepaid parking passes/vouchers could be incorporated in the future.

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In situations where credit/debit cards are accepted for payment, all policies, procedures, and equipment must be PCI (Payment Card Industry Data Security Standard) and CISP (Cardholder Information Security Program) compliant.

## **2.05. Parking Facility Revenue Control**

Adequate revenue control and auditing is essential to developing a financially sustainable parking operation and ensuring accurate utilization reporting. Written revenue control policies and procedures shall be developed to formalize standards and provide a reference for the SP's employees.

Revenue control policies and procedures should include the following items (but not be limited to):

- Start of day and end of day vehicle counts
- Pulling start of day and end of day spitter tickets
- Dual verification of change funds and deposits
- Separation of regular cashier and break cashier funds
- Separation of cashiering and auditing staff
- Daily cashier auditing and reconciliation
- Policies and procedures for processing payments received by mail
- Utilization of system generated reports for auditing
- Issuance of monthly parking access cards
- Utilization of non-resettable lane counters (e.g., vehicle counts and collection grand totals)
- Periodic reconciliations of monthly access cards (e.g., comparing cards in stock, cards destroyed, active cards, and cards with billing information)
- Periodic reconciliations of parking validations (e.g., comparing validations in stock, validations destroyed, active validations, and validation billing records)
- Utilization of tamper-evident deposit bags
- Bank deposit policies and procedures
- Policies and procedures for investigating bank overages and shortages
- Flowchart of revenue control, reconciliation, and auditing processes

## **2.06. Reporting**

Accurate reports of facility activities provide the parking system with valuable data to make decisions concerning the allocation of resources, adjustments to parking rates, space allocations, communicating facility utilization, adjustments to marketing programs, and overall financial performance. In order to make informed operational and managerial decisions, the Off-Street Plan (as well as appropriate portions of the SOP manuals) should include the following items (but not be limited to):

- Daily cashier and lane activity reports
- Daily auditing and reconciliation reports
- Daily parking revenue deposit reports
- Monthly parking facility utilization reports (by parking type)
- Monthly parking facility revenue and expense reports

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- Monthly accounts receivable and accounts payable reports
  - Monthly parker sales and activity reports
  - Monthly parking validation billing reports
  - Monthly maintenance reports
  - Monthly customer service reports
  - Monthly facility incident reports

#### **2.07. Utilization and Allocation of Parking Spaces**

Parking facility utilization statistics shall be tracked on a daily basis using the differential counts provided by the PARCS. Separate utilization statistics for transient parking and monthly parking shall be maintained. Daily facility utilization statistics shall be compiled and summarized in monthly facility utilization reports.

The Off-Street Plan shall include provisions for tracking parking facility utilization and provide basic criteria for adjusting user allocations. Parking facility user group allocations (e.g. transient versus monthly) can be adjusted as needed to improve parking facility utilization, meet market parking demands, and/or improve parking facility financial performance.

#### **2.08. Customer Service**

Proper customer service is critical to the continued success of the parking system. The Off-Street Plan, as well as the SOP manuals, shall include a customer service plan. This plan will provide the basic policies and procedures for addressing customer service issues. The customer service policies and procedures developed for the plan should be consistent among the various HPA parking facilities.

The customer service plan should address (but not be limited to) the following issues:

- Greeting customers
- Interacting and communicating with customers
- Concluding interactions with customers
- Responding to customer questions
- Prioritizing and addressing customer complaints
- Appropriate customer follow-up
- Dealing with conflicts
- Documenting customer service issues, concerns, and actions taken
- Communicating customer service concerns with management
- Reviewing customer service reports to ensure all issues are addressed

Sufficient customer service training is required to ensure all parking employees interact with the public appropriately. As noted, all employees should receive formalized customer service training during the initial training process. In addition, refresher training should be provided periodically (at least twice per year) to ensure employees maintain high customer service standards.

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## **2.09. Daily Maintenance and Custodial Responsibilities**

**In order to ensure all facilities are properly maintained and remain safe and secure, the parking operations and management plan, as well as the SOP manuals, must address all appropriate daily maintenance and custodial responsibilities. In addition, all other preventative maintenance issues should also be addressed. Recommended maintenance and custodial responsibilities are detailed in Section 2 of this Schedule.**

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## **3.0 ORGANIZATION AND MANAGEMENT – ON-STREET PARKING**

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### **3.01 On-Street Parking Operations and Management Plan**

#### **3.01.1 Development of Plan and Standard Procedures Manuals**

In order to ensure the parking system is operated and managed in an efficient and effective manner, an On-Street Parking Operations and Management Plan (“On-Street Plan”) shall be developed by the Selected Proposer (“SP”). The On-Street Plan should address all of the issues and standards noted in this Schedule (for each operational area), plus any additional issues noted by the SP. Once the On-Street Plan is developed and approved, future adjustments may be necessary. The On-Street Plan should be reviewed and updated on an annual basis to ensure all necessary issues and standards are accurately addressed.

In addition, all policies and procedures developed to address the operational/management standards noted in this Schedule should be written and compiled in a Standard Operating Procedures (SOP) manual. The SOP manuals will clarify all necessary operating policies and procedures and provide a reference for all Contractor employees. The SOP manuals should include all necessary policies and procedures related to the standards included in this Schedule.

#### **3.01.2 Management and Operational Staff**

The On-Street Plan should include sufficient management staff to ensure sufficient oversight of on-street parking operations and maintenance. As the operating hours of each operational area of the system can vary depending on specific needs (e.g., special events, hotel operations, special parking enforcement needs), it should be recognized that variable work shift can be required for both operational and managerial staff. At a minimum, parking system staffing should include (but not be limited to) the following:

- **General Manager** – Provides overall management and oversight of the parking system and coordinates management activities for all operations sections.
- **Section Supervisors** – Supervisors will provide field level oversight of on-street operational staff. Supervisors would be responsible for issues such as (but not limited to) scheduling staff, ensuring field level revenue control and auditing, ensuring policies and procedures are followed, and providing progressive discipline as necessary.
- **Operational Staff** – Operational staff includes (but is not limited to) parking enforcement officers, maintenance staff, collections staff and administrative staff. Standards related to these staff members are outlined in the following sections of this Schedule.

The Plan should include an organizational chart, job descriptions, requirements, responsibilities, and training requirements for each staff position. Where possible, the On-Street Plan should also identify key staff members (e.g., management level staff) and provide necessary contact information.

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**The Contractor will be responsible for determining the appropriate operational and management staffing for on-street operations in order to meet enforcement expectations and these operating standards, subject to HPA approval. Further, the Contractor will be solely responsible for the actions of its personnel and any consultants or agents it hires.**



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## 4.0 ON-STREET PARKING OPERATIONS AND MANAGEMENT

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### 4.01. Parking Revenue Control Equipment

The following on-street parking revenue control equipment operational standards are required:

- Equipment should be maintained per manufacturer recommendations, including (but not limited to):
  - Lubrication of moving parts
  - Cleaning of equipment and associated mechanisms
  - Clearing equipment jams
  - Periodic inspections of each piece of equipment
  - Replenishment of receipt and journal tapes
  - Required updates of system software
  - Replacement of damaged/malfunctioning parts
  - Replacement of device batteries
  - When possible, recycling of device batteries
- On-street parking revenue control equipment should be repaired within eight (8) business hours of a malfunction notice and replaced within forty-eight (48) hours of a notice of complete equipment failure.
- Each single space meter and multi-space kiosk should be individually identified using a unique code that identifies the zone and/or block it is located on and the type of equipment it is (e.g., a multi-space meter located in Zone 1, Block 4 could be labeled and Z1B4-MS). Each piece of equipment should be labeled with its' identifier and located on a map.
- Each parking meter should include a logo and appropriate contact information (e.g., telephone number, website address, and/or email address).
- All equipment maintenance should be recorded using a maintenance log that is regularly updated by the Contractor or its designated maintenance provider. This log should include the date and time of each malfunction (or noted repair need), the equipment identifier, the nature of the malfunction (or repair need), the date and time of service/repair, and the name of the repair technician.
- The equipment maintenance log should be reviewed at least once per week to identify outstanding maintenance issues, determine the responsiveness of equipment maintenance providers, and identify equipment concerns.
- The equipment maintenance log shall be shared with Hearing Officers to assist with the adjudication of on-street parking citation appeals.

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- With the assistance of the equipment provider and/or the current maintenance provider, a training plan shall be developed to provide basic equipment training to on-street parking staff. This training should include basic equipment maintenance (e.g., clearing coin jams or replacing receipt tape) to help minimize equipment downtime.

In the future, additional on-street parking areas may be designated by the city and/or the HPA. On-street parking revenue control equipment should only be installed in locations that are approved for on-street parking. The equipment should be located on the same side of the street, and the same block, as the parking space(s) it serves. Any future on-street parking revenue control equipment should be of a similar design and operating methodology to that of the prevailing equipment (unless a new operating methodology is implemented on a system-wide basis), and should be ADA compliant. Future on-street equipment should be located within one hundred to one hundred fifty (100-150') feet of the furthest parking space served (e.g., a standard city block of approximately three hundred (300') feet could be served by one multi-space kiosk).

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## 4.02. Staffing

### 4.02.1 Management and Supervision

The City and/or the HPA will determine on-street parking policies, operational hours, and determine parking and no parking zones. The city will also approve all changes in on-street parking procedures to ensure all applicable laws and ordinances are supported.

### 4.02.2 Parking Meter Collectors

Parking meter collection staff should be provided to collect accumulated meter funds on a daily basis. This staff position would be responsible for duties such as (but not limited to) collecting meter canisters and replacing them with empty canisters per the daily collection schedule, counting and reconciling daily collections, preparing daily meter deposits, etc.

### 4.02.3 Parking Meter Technicians

Parking meter technicians provide day-to-day maintenance for the on-street parking revenue control equipment. Day-to-day maintenance should include (but not be limited to) addressing minor equipment malfunctions, replacing receipt and journal tapes, responding to maintenance concerns from other parking employees and/or customers, etc.

### 4.02.4 Uniforms and Appearance

All on-street parking system employees should wear an approved uniform at all times while on duty. The uniform shall clearly denote both the HPA's and the SP's logo. In addition, all staff should conform to typical industry appearance standards (e.g., conservative hairstyles and facial hair, cleanliness, minimal jewelry, no visible tattoos, and clean uniforms).

In situations where staff will be working in areas of high traffic, adequate safety gear should be provided (e.g., reflective safety vests and traffic control barricades).

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#### 4.02.5 Training

Similar to the off-street operation, the Contractor shall develop a formalized training program for each staff position in the on-street program. At a minimum, this should include (but not be limited to):

- A set amount of “classroom” training that covers all policies and procedures specific to the position.
- The period of classroom training should also cover basic customer service skills and conflict resolution training.
- Supervised field/office training with an experienced employee.
- Equipment and vehicle training.
- An initial evaluation process to determine if the new employee has mastered the necessary skills to work alone.
- After sixty to ninety (60 - 90) days, a secondary evaluation process should be included to determine if the employee is effectively covering all job requirements or if retraining is necessary.
- Periodic refresher training for customer service and updates to parking system policies and procedures (at least twice per year).
- Cross-training opportunities to make parking staffing more flexible.
- Additional training opportunities to help prepare staff for possible advancement in the future.

#### 4.02.6 Employee Policies and Procedures

All employee policies, conduct requirements, as well as all progressive discipline policies, shall be provided in a written SOP manual. The SOP manual should detail all expectations, serious offenses, and consequences for failing to meet the requirements. At a minimum, the SOP manuals should include the following items (but not be limited to):

- Job descriptions
- New hire procedures
- Employee screening and background check policies
- New employee training
- Attendance policies
- Uniform and appearance policies
- Drug and alcohol policies
- Employee conduct policies
  - Customer service policies
  - Office policies
  - Handling questions from the public or media
  - Employee information policies
  - Employee honesty
  - Workplace visitor policies
  - Solicitations and distributions at work
- Progressive discipline policies (including severe transgressions)
- Break policy

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- Overtime policy
  - Employee evaluation policy
  - Vehicle usage policies
  - Safety and security policies
  - Cultural diversity, nondiscrimination, and harassment policies

#### 4.03. Payments and Collections

Currently, parking customers can pay for on-street parking using coins or credit/debit cards (single space meters accept coins only) and rates are based on increments of fifteen (15) minutes. The payment options currently provided by the HPA are consistent with typical industry standards. In the future, additional payment options could include pay-by cell phone, parking-specific debit cards, parking tokens, and/or in-car metering devices.

Formal written policies and procedures shall be developed to ensure meter collections are efficient and collected revenues are secure. Recommended parking meter collection best practices include (but are not limited to):

- Written meter key control, collection, and maintenance policies and procedures
- Enhanced key controls for both collection and maintenance technicians (e.g., electronic keys and/or electronic key safes)
- Utilizing “smart keys” to track collection activities and limit access to meters not being collected
- Utilizing a collection vehicle that is not marked as “meter collections”
- Never leaving collection vehicles unattended while collecting funds from meters/kiosks
- Installing GPS tracking equipment in collection vehicles
- Controlling access to collection canisters, both empty canisters and canisters containing funds
- Utilizing collection teams of two technicians to collect multi-space and single-space meters each day – one technician drives the vehicle and the other collects funds from the meters
- Rotating collection duties between meter collection staff (e.g., rotating driving and collection duties, and rotating collection routes)
- Determining the collection of meter devices (collection routes) based on historical revenue collections (single-space meters) and revenue thresholds reported by the kiosk control/monitoring software (multi-space meters)
- Depositing collections on the same day they are collected
- Minimizing coin collections by providing and promoting credit/debit card payments
- Utilizing revenue reports generated by the multi-space meters to reconcile collections and activities
- Separating collections and coin counting duties from maintenance activities
- Addressing reported parking meter repair needs in a timely fashion to help improve accountability
- Conducting periodic spot audits of meter collection staff to ensure all policies and procedures are followed

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#### 4.04. Revenue Control, Auditing, and Reporting

Adequate revenue control and auditing is essential to developing a financially sustainable on-street parking program and ensuring accurate utilization reporting. Written revenue control policies and procedures for the On-Street Plan shall be developed to formalize standards and provide a reference for parking system employees.

On-street revenue control policies and procedures shall include the following items (but not be limited to):

- Pulling revenue data/reports from the multi-space parking meter control software (currently Parkfolio)
- Set collection thresholds for multi-space kiosks
- Maintaining blind counts of cash collections (counting staff should not know how much money should be in each collection canister)
- Dual verification of all on-street cash deposits
- Utilization of tamper-evident deposit bags
- Bank deposit policies and procedures
- Policies and procedures for investigating bank overages and shortages
- Separation of collections and maintenance staff
- Comparing meters/kiosks actually collected to daily routes or meters/kiosks targeted for collection
- Utilization of system generated reports for auditing and reconciliation
- Utilization of non-resettable collection grand totals
- Flowchart of revenue control, reconciliation, and auditing processes

Accurate reports of on-street activities provide the parking system with valuable data to make decisions concerning the allocation of resources, adjustments to parking rates, communicating parking space utilization, adjustments to marketing programs, and overall on-street financial performance. In order to make informed operational and managerial decisions, the parking operations and management plan (as well as appropriate portions of the SOP manuals) should include the following items (but not be limited to):

- Daily collection activity reports
- Daily auditing and reconciliation reports
- Daily parking revenue deposit reports
- Monthly on-street parking utilization reports (transient spaces only)
- Monthly on-street parking program revenue and expense reports
- Monthly on-street equipment maintenance reports
- Monthly on-street customer service reports
- Monthly on-street incident, accident, and security reports

#### 4.05. On-Street Parking Safety

As the on-street equipment is unattended during most operating hours, on-street parking safety is typically focused on the collection process. As with the off-street parking operation, written safety policies and procedures shall be developed to ensure all on-street parking employees follow recommended guidelines. The On-Street Plan shall include the following issues (but not be limited to):

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- Vehicles used for the collection of on-street funds should be in good condition with appropriate safety markings and warning lights
  - Vehicles should only be used by licensed drivers
  - Vehicle drivers should obey all traffic laws and parking regulations
  - Vehicles should stop in or be parked in safe areas, not in active traffic lanes (double parking should be avoided whenever possible)
  - Meters should be collected during daytime hours
  - Teams of two people should be used for meter collection
  - The collection team should be within visual contact at all times during the collection process
  - Collection team members should be assigned radios or cell phones for emergencies

#### 4.06. Customer Service

As with the off-street parking operation, proper customer service is critical to the success of the parking program. The On-Street Plan, as well as the SOP manuals, shall include a customer service plan for on-street operations. This plan will provide the basic policies and procedures for addressing on-street customer service issues.

The on-street customer service plan should address (but not be limited to) the following issues:

- Customer service hours of operation
- Establishing options/methods for customer contact (e.g., face-to-face, live telephone, automated telephone system, email, regular mail, and via a parking website).
- Interacting and communicating with customers in the field
- Responding to customer questions and concerns
- Prioritizing and addressing customer complaints
- Strategies and standards for appropriate customer follow-up
- Dealing with conflicts
- Documenting customer service issues, concerns, and actions taken
- Communicating customer service concerns with management
- Reviewing customer service reports to ensure all issues are addressed

Sufficient customer service training is required to ensure all parking employees interact with the public appropriately. All employees should receive formalized customer service training during the initial training process. In addition, refresher training should be provided periodically (at least twice per year) to ensure employees maintain high customer service standards.

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## 5.0 PARKING ENFORCEMENT

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### 5.01. Parking Enforcement Equipment

Current parking enforcement equipment consists of handheld citation issuance devices (including computers, printers, docking stations, and management software), vehicles (Segways), and photo equipment. The following parking enforcement equipment standards are required:

- **Parking enforcement equipment should include the following items:**
  - Handheld citation issuance devices (including computers, printers, printable citations, and docking stations)
  - Management software providing the following features (but not limited to):
    - Provide varying levels of access using unique login credentials
    - Tracking of outstanding parking citations and payments
    - Upload scofflaw lists to handheld citation issuance devices
    - Process all citation payments
    - Track citation and payment histories
    - Provide the capability to accept payment via a website
    - Provide a searchable database (searchable by license plate number, vehicle description, date and time, location of citation, issuing officer, violation type, etc.)
    - Ability to share citation information with officer handhelds and appeal officer workstations
    - Document and track all enforcement employee system activities
  - Enforcement vehicles (as needed)
  - Equipment for photo-documenting violations
  - GPS devices to track both enforcement officers and vehicles to:
    - Monitor officer locations and activities in real-time
    - Alert management when officers leave assigned areas
    - Provide reports on officer activities
    - Assist in locating officers when emergencies arise
- **Equipment should be maintained per manufacturer recommendations, including (but not limited to):**
  - Periodic cleaning of equipment
  - Periodic inspections of each piece of equipment
  - Recommended periodic maintenance of vehicles
  - Replenishment of citation tapes
  - Required updates of system software
  - Replacement of damaged/malfunctioning parts
  - Replacement of device batteries
  - When possible, recycling of device batteries

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- **Parking enforcement equipment should be repaired within twenty-four (24) hours of a malfunction notice and replaced within forty-eight (48) hours of a notice of complete equipment failure.**
  - **Each piece of enforcement equipment should be individually identified using a unique code.**
  - **All enforcement equipment maintenance should be recorded using a maintenance log that is regularly updated by the Contractor or its designated maintenance provider. This log should include the date and time of each malfunction (or noted repair need), the equipment identifier, the nature of the malfunction (or repair need), the date and time of service/repair, and the name of the repair technician.**
  - **The equipment maintenance log should be reviewed at least once per week to identify outstanding maintenance issues, determine the responsiveness of equipment maintenance providers, and identify equipment concerns.**
  - **The equipment maintenance log should be shared with parking appeals staff to assist with the adjudication of parking citation appeals.**
  - **With the assistance of the equipment provider, a training plan should be developed to provide basic equipment training to parking enforcement staff. This training should include basic equipment operation and maintenance.**
  - **As with all equipment, the lifespan of equipment will vary depending on environmental conditions, preventative maintenance performed, and on how the equipment is treated by staff. However, equipment replacement should be considered once repair costs exceed the cost of purchasing new equipment.**

**In the future, parking enforcement equipment could include mobile license plate recognition systems to assist with the identification of vehicles parked overtime, as well as vehicles with multiple outstanding parking citations.**

## **5.02 Staffing**

### **5.02.1 Management and Supervision**

**The City will determine parking enforcement policies, enforcement hours, and determine parking and no parking zones. The City will also approve all changes in parking enforcement procedures to ensure all applicable laws and ordinances are supported.**

### **5.02.2 Parking Enforcement Officers**

**Parking enforcement officers will provide parking enforcement during regular operating hours and during other times as necessary. This staff position would be responsible for duties such as (but not limited to) issuing parking citations, identifying scofflaws, coordinating vehicle booting (if applicable) and/or towing, answering questions concerning appeals, assisting with the identification of on-street parking maintenance needs, educating the public about parking regulations, answering customer questions, etc.**



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City police officers and parking facility security staff will be authorized to issue parking citations as needed.

#### 5.02.3 Cashiers

Parking enforcement cashiers will process citation payment transactions in the parking enforcement officer using a fee computer. Payments may be made in person, by mail, by telephone, or via a parking website. Sufficient cashier staff should be present to ensure efficient transient processing with minimal customer delays.

#### 5.02.4 Parking Appeals Officers

Hearing Officers provide first level reviews of parking citation appeals (higher level appeals would be adjudicated through State courts). This staff position would be responsible for duties such as (but not be limited to) reviewing appeals, investigating concerns/questions from customers submitting appeals, adjudicating appeals, adjusting fees/fines, recording decisions, updating citation records, etc.

#### 5.02.5 Parking Enforcement Administrative Staff

Parking enforcement administrative staff would assist with the operation of the parking enforcement/appeals office, answer incoming telephone calls, update citation records (as needed), input handwritten parking citations written by city police officers or parking facility security officers, etc.

#### 5.02.6 Uniforms and Appearance

All parking enforcement officers shall wear an approved uniform at all times while on duty. The uniform should be brightly colored (e.g., bright green or yellow) or safety vest should be provided to ensure visibility. Uniforms should clearly denote both the HPA's and the SP's logo. In addition, all staff should conform to typical industry appearance standards (e.g., conservative hairstyles and facial hair, cleanliness, minimal jewelry, no visible tattoos, and clean uniforms).

Office staff should dress in traditional office attire and conform to typical industry appearance standards.

In situations where staff will be working in areas of high traffic, adequate safety gear should be provided (e.g., reflective safety vests and traffic control barricades).

#### 5.02.7 Training

The concessionaire shall develop a formalized training program for each staff position in the enforcement program. At a minimum, this should include (but not be limited to):

- A set amount of "classroom" training that covers all policies and procedures specific to the position.
- The period of classroom training should also cover basic customer service skills and conflict resolution training.
- Dealing with difficult situations in the field (e.g., witnessing illegal activities and dealing with belligerent individuals).
- Incident reporting.
- Supervised field/office training with an experienced employee.
- Equipment and vehicle training.

- 
- An initial evaluation process to determine if the new employee has mastered the necessary skills to work alone.
  - After sixty to ninety (60 - 90) days, a secondary evaluation process should be included to determine if the employee is effectively covering all job requirements or if retraining is necessary.
  - Periodic refresher training for customer service and updates to parking system policies and procedures (at least twice per year).
  - Cross-training opportunities to make parking staffing more flexible.
  - Additional training opportunities to help prepare staff for possible advancement in the future.

#### **5.02.8 Employee Policies and Procedures**

All employee policies, conduct requirements, as well as all progressive discipline policies, shall be provided in a written SOP manual. The SOP manual should detail all expectations, serious offenses, and consequences for failing to meet the requirements. At a minimum, the SOP manuals should include the following items (but not be limited to):

- Job descriptions
- New hire procedures
- Employee screening and background check policies
- New employee training
- Attendance policies
- Uniform and appearance policies
- Drug and alcohol policies
- Employee conduct policies
  - Customer service policies
  - Office policies
  - Handling questions from the public or media
  - Employee information policies
  - Employee honesty
  - Workplace visitor policies
  - Solicitations and distributions at work
- Progressive discipline policies (including severe transgressions)
- Break policy
- Overtime policy
- Employee evaluation policy
- Vehicle usage policies
- Safety and security policies
- Cultural diversity, nondiscrimination, and harassment policies

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#### **5.03. Citation Issuance and Payments**

Parking enforcement officers (as well as city police and parking facility security officers) will issue parking citations to illegally/improperly parked vehicles as needed. Parking citations will be issued by parking enforcement officer via handheld citation issuance devices and city police will issue handwritten tickets.

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Recipients of parking citations should be able to pay for parking citations in-person at the parking enforcement office, pay by mail (using checks or credit/debit cards), pay by telephone, or pay via a parking website. In situations where credit/debit cards are accepted for payment, all policies, procedures, and equipment must be PCI (Payment Card Industry Data Security Standard) and CISP (Cardholder Information Security Program) compliant.

The On-Street Plan shall include (but not be limited to) the following citation issuance and payment elements:

- Parking enforcement routes and zones
- Citation issuance procedures
- Policies and procedures for issuing warning citations or voiding citations
- Photo-documentation requirements
- Inclement weather policies and procedures
- Rotating parking enforcement staff between enforcement routes/zones
- Citation payment methods
- Parking enforcement cashiering related policies and procedures
- Revenue control and auditing policies and procedures (see Section 4.06 of this Schedule.)
- Minimizing the impact of parking enforcement on traffic
- Vehicle booting (if applicable) and/or towing policies and procedures
- Sample parking citations
- Incident report policies, procedures, and forms

#### 5.04. Citation Appeal Processes and Fine Adjustments

The parking enforcement program operations and management plan should include a defined parking citation appeals and fine adjustment process. Having a defined process will ensure all appealed citations are adjudicated fairly and efficiently, as well as provide appropriate guidelines appeals officers can use to reduce or dismiss parking enforcement fines. Parking appeal process and fine adjustment policies and procedures should include (but not be limited to):

- Defined policies and procedures for citation appeals
- Guidelines for reducing or dismissing citation fines
- Definition of staff positions permitted to reduce or dismiss fines
- Procedures for adjusting parking fines and updating tracking software
- Parking appeal forms
- Processing appeals received by mail or the parking website
- Definition of appeal timeframes
- Definition of citation appeal steps after the first level appeal

#### 5.05. Billings and Collections

In order to ensure the proper billing and collection of parking citations, a set of billing and collection policies and procedures should be included in the parking enforcement program SOP manual. Parking enforcement billing and collection policies and procedures should include the following elements (but not be limited to):

- Definition of payment timeframes/deadlines
- Tracking and billing outstanding citations

- 
- Policies and procedures for identifying vehicle owners
  - Guidelines for progressive billing notices/invoices
  - Policies and procedures for approved collection methods
  - Vehicle booting and/or towing policies
  - Definition of late fees, penalties, and booting/towing fees

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#### 5.06. Revenue Control, Auditing, and Reporting

Adequate revenue control and auditing is essential to developing a financially sustainable parking enforcement program and ensuring accurate utilization reporting. Written revenue control policies and procedures for the parking enforcement program shall be developed to formalize standards and provide a reference for parking system employees.

Parking enforcement revenue control policies and procedures should include the following items (but not be limited to):

- Pulling revenue data/reports from the parking enforcement management software
- Policies for adjusting and reporting parking citation fines
- Dual verification of all enforcement program cash deposits
- Utilization of tamper-evident deposit bags
- Bank deposit policies and procedures
- Policies and procedures for investigating bank overages and shortages
- Separation of cashier and auditing staff
- Utilization of system generated reports for auditing and reconciliation
- Utilization of non-resettable collection grand totals (if available)
- Flowchart of revenue control, reconciliation, and auditing processes

Accurate reports of enforcement program activities provide the parking system with valuable data to make decisions concerning the allocation of available resources, adjustment policies for parking fines, determination of enforcement program effectiveness, adjustments to parking fines/fees, and overall parking enforcement program financial performance. In order to make informed operational and managerial decisions, the On-Street Plan (as well as appropriate portions of the SOP manual) should include the following items (but not be limited to):

- Daily citation issuance reports (by officer and citation type)
- Daily booting(if applicable)/towing reports (by officer)
- Daily citation payment activity reports
- Daily auditing and reconciliation reports
- Daily parking citation revenue deposit reports
- Daily parking citation appeal reports (by appeal officer)
- Monthly citation issuance reports (by citation type)
- Monthly booting (if applicable)/towing reports
- Monthly citation appeals reports
- Monthly accounts receivable reports
- Monthly enforcement parking program revenue and expense reports
- Monthly enforcement equipment maintenance reports
- Monthly enforcement customer service reports
- Monthly enforcement incident, accident, and security reports

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## 5.07. Safety and Security

Written safety and security policies and procedures shall be developed for the parking enforcement program to ensure all employees follow recommended guidelines. The On-Street Plan shall include the following issues (but not be limited to):

- Vehicles used for parking enforcement should be in good condition with appropriate safety markings and warning lights
- Vehicles should only be used by licensed drivers
- Vehicle drivers should obey all traffic laws and parking regulations
- Vehicles should stop in or be parked in safe areas, not in active traffic lanes (double parking should be avoided whenever possible)
- Parking enforcement officers should work in highly visible, well-lighted areas
- Use of office “panic alarms”
- GPS should be used to track enforcement officers and enforcement vehicles
- Enforcement officers should be assigned radios or cell phones for emergencies

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## Schedule B – Cost Proposal

### MANAGEMENT FEE

Please propose an all-inclusive, Annual Management Fee for On-Street Parking Operations and Management and/or Off-Street Parking Operations and Management, as applicable, for:

- **Initial Term:** Each of the three base years in the Initial Term of the Contract (Years 1 – 3), as set forth in Section 9.1.1 of this RFP;
- **Optional Years 4 - 5:** Each of the two optional one-year terms (Optional Years 4-5), as set forth in Section 9.1.1.1 of this RFP; and,
- **Optional Years 6 – 10:** Confirmation of the automatic escalator for Optional Years 6 – 10, as set forth in Section 9.1.1.2 of this RFP, as follows: The Annual Management Fee for each such extension in optional years six through ten shall automatically increase over the fee paid in the prior year based on the percentage of change in the Consumer Price Index during that year.

The Management Fee should include a component pertaining to expanded cashiering hours of operation for the Morgan Street Garage.

If you are pursuing the off-street portions of this RFP, please propose separate management fees for the Church Street and Morgan Street Garages.

**Note:** Any extension beyond the initial three (3) year term is subject to the availability of funds and approval of the HPA Board of Commissioners, as set forth in Section 9.1.2 of this RFP. Moreover, the operation and management of the HPA's On-Street Parking Enforcement, Parking Citation Information Management System, Meter Collection Meter Maintenance and the operations and management of the Church and Morgan Street Garages will be expected to commence on an agreed upon date following execution of the Contract(s) by the parties, as set forth in Section 9.1.3 of this RFP.

The all-inclusive management fee should recover direct and indirect labor costs associated with each location, other indirect costs that could be charged to the contract, profit and normal operating supplies and expenses required for normal operation and maintenance of the facility in keeping with HPA's Operating Standards and industry practices. All supplies and services, i.e. uniform service, cleaning supplies, ticket stock, etc. are the obligation of the Contractor.

The HPA will be responsible for the following expenses:

- Parking and revenue control system maintenance
- Power washing
- Credit card discount fees
- Elevator maintenance
- Snow plowing
- Security patrols
- Security system maintenance
- Water and sewer
- Electricity

**The following are the annual operating expenses of each location/operation:**

*CITY OF HARTFORD - CL V7.5  
HISTORICAL ACTUALS COMPARISON REPORT*

	<i>Fiscal 2008- 2009</i>	<i>Fiscal 2009- 2010</i>	<i>Fiscal 2010- 2011 (unaudited)</i>
<b>HPA MORGAN STREET GARAGE</b>			
<i>OPERATIONS &amp; MANAGEMENT</i>	423,303	419,570	364,760
<i>GARAGE MAINTENANCE</i>	20,653	9,209	10,058
<i>MAINTENANCE OF GROUNDS</i>	50,078	-	-
<i>A/C REFRIG. PLUMB&amp;HEATING</i>	-	377	1,200
<i>OTHER EQUIPMENT MAINTENANCE</i>	18,140	7,288	2,000
<i>TRAFFIC SIGNS &amp; SUPPLIES</i>	120	1,151	-
<i>ELEC SUPP (FIXTURES BULB</i>	10,658	-	-
<i>HPA MORGAN STREET GARAGE</i>	522,953	437,594	378,018
<b>HPA CHURCH STREET</b>			
<i>ENGINEERING SERVICES</i>	-	-	79
<i>OPERATIONS &amp; MANAGEMENT</i>	586,794	578,028	581,504
<i>GARAGE MAINTENANCE</i>	1,253	960	519
<i>OTHER EQUIPMENT MAINTENANCE</i>	-	-	456
<i>TRAFFIC SIGNS &amp; SUPPLIES</i>	1,066	-	-
<i>ELEC SUPP (FIXTURES BULB</i>	5,809	-	-
<i>HPA CHURCH STREET</i>	594,922	578,988	582,557
<b>HPA ON STREET PARKING</b>			
<i>OPERATIONS &amp; MANAGEMENT</i>	777,961	817,772	820,879
<i>EQUIPMENT MAINT &amp; REPAIRS</i>	514	-	1,000
<i>COMMISSIONS</i>	237,630	238,438	262,035
<i>CUSTODIAL SERVICES</i>	17,955	13,013	7,678
<i>OTHER EQUIPMENT MAINTENANCE</i>	2,878	10,630	400
<i>PRINTING SIGNAGE&amp;GRAPHIC</i>	2,182	917	4,014
<i>GENERAL OFFICE SUPPLIES</i>	16	-	-
<i>OFFICE FURNITURE UNDER \$1000</i>	3,707	-	-

In view of the wide variation in utilization of the garages, Proposers are asked to propose management fees for three different utilization scenarios for both the Church Street and the Morgan Street Garages. The scenarios are:

- Up to fifty percent (50%) utilization
- Up to seventy-five percent (75%) utilization
- Up to one hundred percent (100%) or greater utilization

The annual management fee will be paid to the contractor in twelve monthly installments. Utilization is determined on the last day of a calendar month.

Please be advised that the HPA will not treat aggregate proposals as separate on and off street bids unless such bids specifically authorize the HPA to do so.

Location/Operation	Jan. - Dec. 2012	Jan. - Dec. 2013	Jan. - Dec. 2014	Jan. - Dec. 2015	Jan. - Dec. 2016
<b>On-Street Parking</b> (includes maintenance of the Library Parking Deck)					
<b>Church Street Garage</b>					
- up to 50% utilization					
- up to 75% utilization					
- up 100+% utilization					
<b>Morgan Street Garage</b>					
- up 50% utilization					
- up 75% utilization					
- up 100+% utilization					



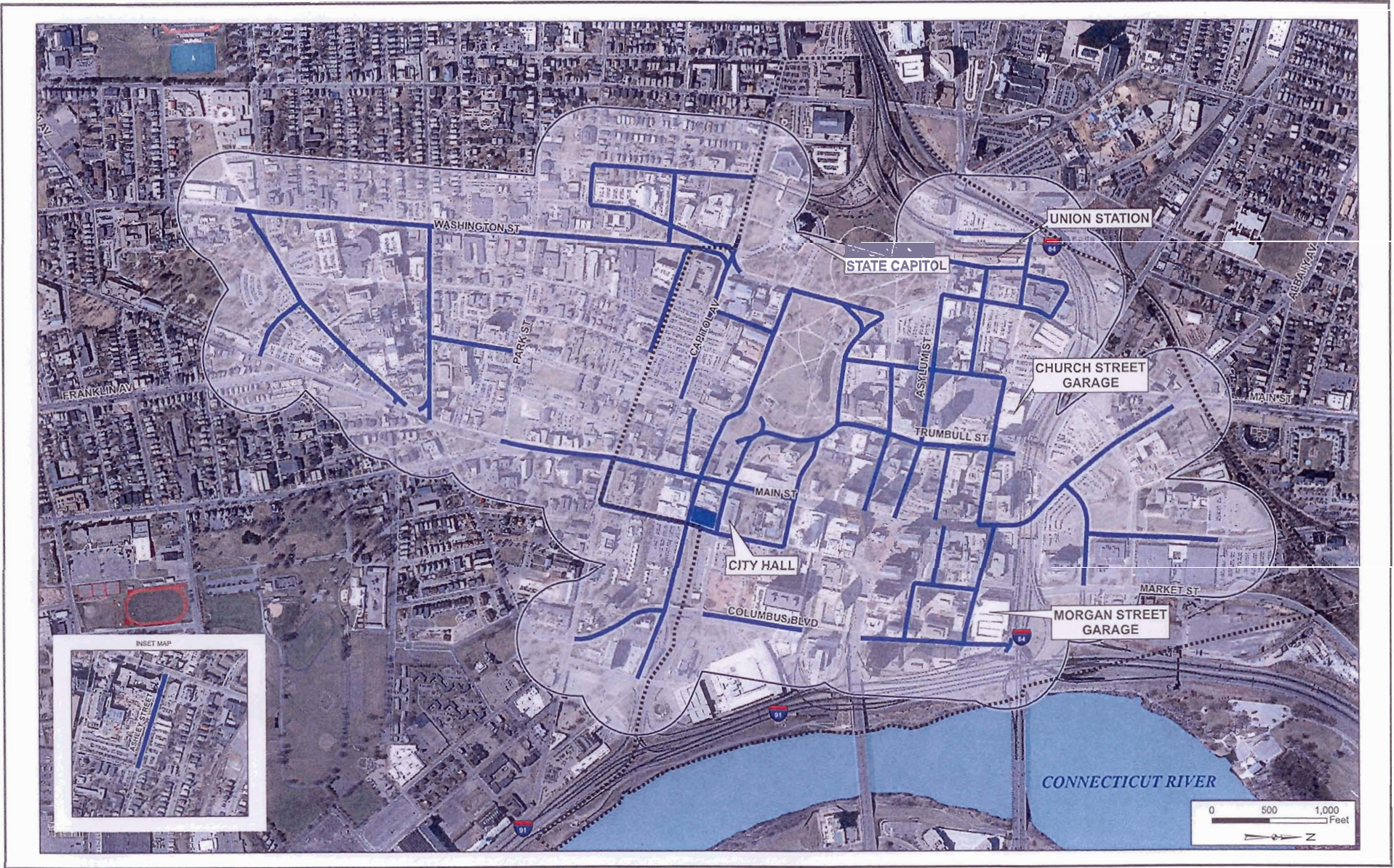
The following are the historical utilization rates of each location/operation:

*Hartford Parking Authority  
Historical Parkers by Facility  
2008 to Present*

	<u>Capacity</u>	<u>Dec-08</u>	<u>Dec-09</u>	<u>Dec-10</u>	<u>Jun-11</u>
<i>Morgan Street</i>	<i>2290</i>				
<i>Capital Community College</i>		500	500	500	500
<i>Other Monthly Parkers</i>		1077	1045	213	230
<i>City Employees + Fleet (Unbilled)</i>		230	235	228	212
<i>HPD Traffic Division (Unbilled)</i>		-	19	18	18
<i>Fuel Efficient Discount Program</i>		18	17	9	9
<i>All Other Unbilled/Courtesy</i>		89	71	63	68
<i>Total</i>		<u>1914</u>	<u>1887</u>	<u>1031</u>	<u>1037</u>
<i>Occupancy Rate</i>		84%	82%	45%	45%
<i>Church Street</i>	<i>1299</i>				
<i>UnitedHealthGroup</i>		-	-	714	714
<i>Hilton</i>		200	200	100	100
<i>Prudential Financial</i>		300	300	300	300
<i>Other Monthly Parkers</i>		345	358	281	171
<i>Fuel Efficient Discount Program</i>		5	7	6	5
<i>All Other Unbilled/Courtesy</i>		47	47	26	21
<i>Total</i>		<u>897</u>	<u>912</u>	<u>1427</u>	<u>1311</u>
<i>Occupancy Rate</i>		69%	70%	110%	101%

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## Schedule C – Existing Metered Service Area



# CITY PARKING METER INVENTORY MAP

CITY OF  
**HARTFORD**  
CONNECTICUT

MAP PREPARED BY THE CITY OF HARTFORD PLANNING DIVISION  
DEPARTMENT OF DEVELOPMENT SERVICES  
JULY 2011

- EXISTING METERED PARKING
- EXISTING METERED SERVICE AREA
- ⋯ DOWNTOWN

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**Schedule D – Settlement Agreement, dated January 30, 1992**

SETTLEMENT AGREEMENT

BETWEEN

CITY OF HARTFORD

AND

HARTFORD POLICE UNION

SUBJECT: PARKING CONTROLLERS  
PENDING CASES \* BOARD OF LABOR RELATIONS CASE# MBR-14,420  
MEDIATION & ARBITRATION MPP CASE# MPP-13,739  
MPP-13,819  
MPP-14,764

IT IS MUTUALLY AGREED AND UNDERSTOOD BY BOTH THE CITY OF HARTFORD AND THE HARTFORD POLICE UNION AS WELL AND FINAL SETTLEMENT IN AFOREMENTIONED PENDING ACTION THAT:

- THAT THE PARKING CONTROLLERS ARE AND SHALL CONTINUE TO BE MEMBERS OF THE HARTFORD POLICE UNION. CITY AGREES TO WITHDRAW ACTION TO REMOVE THEM FROM THE HARTFORD POLICE UNION.
- \* EACH PARKING CONTROLLER SHALL RECEIVE A HOLIDAY BY PER RANK AS COMPENSATION FOR THE HOLIDAY DISCLOSED IN THE WORKING PROCESS. THE CITY AGREES PARKING CONTROLLERS HAVE THE SAME HOLIDAYS AS ALL MEMBERS OF THE BARGAINING UNIT.
- \* EACH PARKING CONTROLLER DOCKED FOR ANY APPEARANCES BEFORE THE LABOR BOARD IN CONNECTION WITH PENDING CASES, INCLUDING PARKING CONTROLLERS OUT ON WORKERS COMPENSATION, SHALL BE COMPENSATED FULLY FOR THE DOCKED TIME.
- \* PARKING CONTROLLERS SHALL NOT BE REQUIRED TO CHECK VENDORS LICENSES OR BE INVOLVED IN THE TOWING OF VEHICLES.
- \* PARKING CONTROLLERS SHALL NOT BE DIRECTED OR REQUIRED TO TICKET ON PRIVATE PROPERTY
- \* PARKING CONTROLLERS HOURS OF WORK ARE 8A.M. TO 4P.M. CHANGES IN HOURS OF WORK REQUIRE NEGOTIATIONS WITH THE UNION.
- \* PARKING CONTROLLERS SHALL BE SUPPLIED WITH UNIFORMS CONTAINING THE OLD STYLE PATCHES AND INSIGNIA IDENTIFYING THEM AS MEMBERS OF THE HARTFORD POLICE DEPARTMENT.
- \* PARKING CONTROLLERS SHALL NOT BE REQUIRED OR DIRECTED TO TICKET IN AREAS OUTSIDE ANY ESTABLISHED BEAT BARS. ANY PROPOSED DEVIATION FROM THIS BEAT STRUCTURE WOULD REQUIRE NEGOTIATIONS WITH THE UNION.
- \* PARKING CONTROLLERS EVALUATIONS WOULD BE THE SAME AS THAT ESTABLISHED FOR POLICE OFFICERS. (NEWLY HIRED, PROMOTIONAL). ANY OTHER FORM OF EVALUATIONS WOULD REQUIRE NEGOTIATIONS WITH THE UNION.

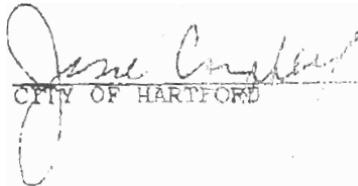
12/23/02 11:38 FAX 860 566 7000


BY FAX TO: 860 566 7000

\* DISCIPLINARY PROCEDURES APPLICABLE TO POLICE OFFENSES WOULD ALSO APPLY TO PARKING CONTROLLERS.

\* THE FAILURE TO SPECIFICALLY MENTION AN ALLEGATION IN THE ULP WOULD NOT BE CONSTRUED AS IN ADMISSION BY THE UNION THAT THE ALLEGED CONDUCT IS PERMISSIBLE.

IN CONSIDERATION FOR THE ABOVE, THE UNION WOULD WITHDRAW MPP-13, 789, MPP, 13, 819, MPP-14, 789 AND THE CITY WOULD WITHDRAW THE CERTIFICATION PETITION MEE-14420.

  
\_\_\_\_\_  
CITY OF HARTFORD

  
\_\_\_\_\_  
HARTFORD POLICE UNION

12/23/02 11:38 FAX 860 566 7000

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## **Schedule E – Report and Certification**

**E-1 Certification for Non-Segregated Facilities**

**E-2 EEO Policy Statement - Sample**

**E-3 Certification Regarding Collusion and Fraud**

**E-4 Bidder's EEO Report**

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## E-1 Certification for Non-Segregated Facilities

Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their service at any location, under its control, where segregated facilities are maintained. Contractor agrees that a breach of this Certification is violation of the Equal Opportunity Clause of this contract. As used in this Certification, the terms "segregated facilities" means any waiting rooms, work areas, restrooms, and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, age, national origin or physical or mental handicap, religion and sexual orientation because of habit, local custom otherwise. Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed Subcontractors prior to award of subcontracts, that it will retain such certifications in its files.

-----  
(Contractor)

-----  
(Authorized Signature)

-----  
(Title)

-----  
(Date)

Sample Forms - 10



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**E-2 Equal Employment Opportunity  
Policy Statement  
(Sample Format)**

**(Place on Company Letterhead)**

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

**The employment policies and practices of the (insert company name) are to recruit and employ qualified job applicants without discrimination based on race, creed, color, age, sex, national origin, physical or mental handicap, religion and sexual orientation and to treat all employees equally without discrimination because of race, creed, color, age, sex, national origin, physical or mental handicap, religion and sexual orientation. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation, selection for training, including apprenticeship.**

**The (insert company name) emphasizes this policy to assure, compliance to the Civil Rights Act of 1964, as amended, Presidential Executive Orders Nos. 11246 and 11357, the Connecticut Fair Employment Practices Act, and City of Hartford Ordinances, Sections 2-263 and 2-26 “Chapter 2, Articles X” and all other laws which pertain to Equal Employment Opportunity.**

**The (insert company name) recognizes that the effective application of this policy requires that certain positive steps to be taken; and, it will, therefore, undertake a program of affirmative action to make known its commitment in this regard.**

**The (insert company name) will additionally assert its leadership within the community to achieve full employment and effective utilization of the capabilities and productivity of all persons without regard for race, creed, color, age, sex, national origin or physical or mental handicap, religion and sexual orientation.**

-----  
**(Signature and Title)**

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**E-3 CERTIFICATION REGARDING COLLUSION AND FRAUD**

**E-3.1 CERTIFICATION - COLLUSION AND FRAUD**

The undersigned certifies under the penalties of perjury that this Qualifications Statement is in all respects bona fide, fair and made without collusion or fraud with any other person. As used herein the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

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

Signatory: \_\_\_\_\_

Print Name

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Title of Person Signing Qualifications Statement

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

City, State and Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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***NOTE: If the applicant is a corporation, indicate state of incorporation; if a partnership, give full names and addresses of all partners; and, if an individual, give residential address if different from business address.***

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**E-3.2 If a Corporation:**

**Incorporated in what state?** \_\_\_\_\_

**President:** \_\_\_\_\_

**Treasurer:** \_\_\_\_\_

**Secretary:** \_\_\_\_\_

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

**City, State, and Zip Code:** \_\_\_\_\_

**E-3.3 If a Partnership: (Name all Partners)**

**Name of Partner:** \_\_\_\_\_

**Firm or Residence Address:** \_\_\_\_\_

**City, State, and Zip Code:**  
\_\_\_\_\_

**Name of Partner:** \_\_\_\_\_

**Firm or Residence Address:** \_\_\_\_\_

**City, State, and Zip Code:** \_\_\_\_\_

**Name of Partner:** \_\_\_\_\_

**Firm or Residence Address:** \_\_\_\_\_

**City, State, and Zip Code:** \_\_\_\_\_

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**E-3.4 If an Individual Doing Business under a Firm Name:**

**Name of Firm:** \_\_\_\_\_

**Name of Individual:** \_\_\_\_\_

**Firm or Residence Address:** \_\_\_\_\_

**Firm or Residence  
City, State, and Zip Code:** \_\_\_\_\_

**E-3.5 If an Individual:**

**Name:** \_\_\_\_\_

**Office or Residence Address:** \_\_\_\_\_

**Office or Residence  
City, State and Zip Code** \_\_\_\_\_

**E-3.6 Other Form of Business Organization:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# BIDDER'S EEO REPORT

REQUEST FOR BID TITLE
BID NUMBER

## RETURN WITH YOUR RESPONSE

TO: CITY OF HARTFORD  
 PROCUREMENT SERVICES  
 550 MAIN STREET - ROOM 100  
 HARTFORD, CT 06103

### Part I - IDENTIFICATION OF VENDOR

1. NAME & ADDRESS <i>(as shown on BID)</i>	
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2. CHIEF EXECUTIVE OFFICER FOR ABOVE BIDDER (Name)
--

3. CONTRACTOR'S PARENT COMPANY (if any) (Name and headquarters' address)
--

4. ADDITIONAL LOCATIONS IN CONNECTICUT	ADDRESS	TELEPHONE

### Part II: NONDISCRIMINATION POLICIES AND PRACTICES

<p>1a. Have you put into effect a company wide equal opportunity program to promote nondiscrimination ?</p> <p style="text-align: center;">Yes    No</p> <p style="text-align: center;"><input type="checkbox"/>   <input type="checkbox"/></p> <p>1b. If "Yes", have all your employees been informed of this in writing ?</p> <p style="text-align: center;">Yes    No</p> <p style="text-align: center;"><input type="checkbox"/>   <input type="checkbox"/></p> <p>2a. Do you sponsor or promote any educational or training programs for your employees or prospective employees ?</p> <p style="text-align: center;">Yes    No</p> <p style="text-align: center;"><input type="checkbox"/>   <input type="checkbox"/></p> <p>2b. If "Yes", are all such persons given the opportunity to participate in accordance with your nondiscrimination statement ?</p> <p style="text-align: center;">Yes    No</p> <p style="text-align: center;"><input type="checkbox"/>   <input type="checkbox"/></p> <p>3a. Have all your recruitment sources been notified that all qualified applicants will be considered without discrimination?</p> <p style="text-align: center;">Yes    No</p> <p style="text-align: center;"><input type="checkbox"/>   <input type="checkbox"/></p> <p>3b. Has this been done in writing ?</p> <p style="text-align: center;">Yes    No</p> <p style="text-align: center;"><input type="checkbox"/>   <input type="checkbox"/></p>	<p style="text-align: center;">Yes    No</p> <p style="text-align: center;"><input type="checkbox"/>   <input type="checkbox"/></p> <p style="text-align: center;">Yes    No</p> <p style="text-align: center;"><input type="checkbox"/>   <input type="checkbox"/></p> <p style="text-align: center;">Yes    No</p> <p style="text-align: center;"><input type="checkbox"/>   <input type="checkbox"/></p> <p style="text-align: center;">Yes    No</p> <p style="text-align: center;"><input type="checkbox"/>   <input type="checkbox"/></p> <p style="text-align: center;">Yes    No</p> <p style="text-align: center;"><input type="checkbox"/>   <input type="checkbox"/></p>	<p>3c. Do all your employee recruitment advertisements state a nondiscrimination policy ?</p> <p style="text-align: center;">Yes    No</p> <p style="text-align: center;"><input type="checkbox"/>   <input type="checkbox"/></p> <p>4a. Do you have a collective bargaining agreement or other contract or understanding with a labor union representing the employees employed by you ?</p> <p style="text-align: center;">Yes    No</p> <p style="text-align: center;"><input type="checkbox"/>   <input type="checkbox"/></p> <p>4b. If "Yes", does each such agreement assure full compliance with nondiscrimination requirements ?</p> <p style="text-align: center;">Yes    No</p> <p style="text-align: center;"><input type="checkbox"/>   <input type="checkbox"/></p> <p>4c. If "No", check here, and explain on a separate attached sheet.</p> <p style="text-align: center;">Yes    No</p> <p style="text-align: center;"><input type="checkbox"/>   <input type="checkbox"/></p> <p>5a. Is there a person in your employ who is responsible for assuring equal employment opportunities ?</p> <p style="text-align: center;">Yes    No</p> <p style="text-align: center;"><input type="checkbox"/>   <input type="checkbox"/></p> <p>5b. If "Yes", give Name and Title.</p> <p style="text-align: center;">Yes    No</p> <p style="text-align: center;"><input type="checkbox"/>   <input type="checkbox"/></p>
---	---	---

### Part III - HIRING AND RECRUITMENT

1 Which of the following recruitment sources are used by you ? (Check "Yes" or "No". Estimate % if not known.)				2. Check any of the following that you use as hiring qualification.	3. Describe any other practices which show that you hire, train and promote employees without discrimination.
SOURCE	Yes	No	% of all applicants provided by this source.	(X)	
State Employment Service				<input type="checkbox"/>	Work
Private Employment Agencies				<input type="checkbox"/>	Experience
Schools and Colleges				<input type="checkbox"/>	Ability to speak or write English
Newspaper Advertisements				<input type="checkbox"/>	Written Tests
Walk-ins				<input type="checkbox"/>	High School Diploma
Present Employees				<input type="checkbox"/>	College Degree
Labor Organizations				<input type="checkbox"/>	Union Membership
Minority / Community Organizations				<input type="checkbox"/>	Personal Recommendation
Employment Resource Development Agency				<input type="checkbox"/>	Height or Weight
OTHER (Specify)				<input type="checkbox"/>	Car Ownership

**Part IV - STATISTICS - Employment** at bidder's location (as shown on bid submittal). In lieu of completing this section, bidder may submit a copy of its most recent Federal EEO-1 report for the reporting location or a copy of its consolidated report for the total organization filed within the last year. The City reserves the right to request additional employment statistic information if necessary to complete the certification process.

EMPLOYMENT FIGURES WERE OBTAINED FROM

(Identify)

CLOSING DATE OF REPORT PERIOD

Visual check       Employment records       Other >

JOB CATEGORIES	OVERALL TOTALS (SUM OF ALL COLUMNS A-E MALE & FEMALE)	A WHITE (NOT OF HISPANIC ORIGIN)		B BLACK (NOT OF HISPANIC ORIGIN)		C HISPANIC		D ASIAN OR PACIFIC ISLANDER		E AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craft Workers (skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
<b>TOTALS ABOVE</b>											
<b>TOTALS ONE YEAR AGO</b>											

**ON THE JOB TRAINEES** (Enter figures for the same categories as are shown above.)

Apprentices											
Trainees											

**Part V - DOCUMENTATION AND COMMITMENT REQUIRED**

1. For companies employing more than 3 persons, please submit as part of this EEO report, a **copy of your Company Policy Statement of Equal Employment Opportunity.**

2. For companies employing more than 10 persons, please submit as part of this EEO report a **written commitment to hire minority and female workers** if your work force statistics are not representative of the minority and female work force availability in your labor market area. In lieu of reviewing the 1990 census data in your labor market area, you may use as a guide the work force availability in the Greater Hartford Labor Market, which is:

Minority Males: 16% of the total male work force  
 Females: 47% of the total work force

**AFFIDAVIT**

The Bidder understands and agrees that its failure to meet the equal opportunity requirements established by sections 2-545 and 2-548 of the Code (both of which are provided with the request for bid) will preclude such bid from being considered. The bidder agrees to the procedure set forth in section 2-548 of the Code in regard to the determination of whether such bidder is an equal opportunity employer. The Bidder also understands and agrees that the equal opportunity documents will become a part of the contract, and that a breach of the provision of the equal opportunity documents will constitute a breach of the contract subject to such remedies as provided by law.

SIGNATURE	TITLE	DATE SIGNED	TELEPHONE NO. (Include Area Code)
X			