

**REQUEST FOR PROPOSAL – THIS IS NOT AN ORDER      RETURN ORIGINAL – KEEP ONE COPY**

**RFP # 75034**

**COMMODITY TITLE: PARKING ENFORCEMENT SOLUTION**

Return your Proposal in an envelope, sealed and clearly marked on the outside with Proposal #75034 shown below to:

**CITY OF PROVO**

**PURCHASING DIVISION**

**351 W CENTER STREET, PROVO, UT 84601**

Proposals must be received and logged in prior to the date and time indicated.

Proposals will not be accepted after:

**4:00 P.M. on May 30, 2007**

**TOTAL PROPOSAL: \$**

For Technical Information Contact:

Jody Meyer

Justice Court Administrator

E-MAIL: [jodym@provo.utah.gov](mailto:jodym@provo.utah.gov)

PHONE: (801) 852-6878

**FAILURE TO SIGN THIS SECTION WILL DISQUALIFY YOUR RESPONSE**

The undersigned agrees to furnish the articles and/or services listed in this document at the prices and terms stated, subject to the general conditions of this proposal:

|                                 |               |
|---------------------------------|---------------|
| Firm Name                       | Terms of Sale |
| Signature                       |               |
| Printed Name                    |               |
| Date                      Phone |               |
| Fax                             |               |
| Email                           | Website       |

1. **OBJECTIVE.** Provo City Corporation (the “City”) is soliciting competitive sealed bids from qualified companies (“bidder”) who can offer a new solution for parking enforcement that will maximize resources and minimize costs.
2. **BACKGROUND.** The City currently has four parking enforcement officers who specifically focus on parking violations throughout the City. Patrol and Animal Control officers also issue parking citations when necessary.

The parking enforcement officers currently use hand held devices to create a printed ticket. The ticket information from those tickets is downloaded daily to a software program. Once downloaded other positions within the City are able to view those citations and process appeals, payments and do collection efforts.

The City parking violations are currently handled as civil violations of the City ordinance codes. Although, parking violations at a future point may be handled through criminal processes in coordination with the City Justice Court.

Photo documentation is currently being used by enforcement officers. This process is done separately from the citation writing process and is stored for use when needed. Currently, when a photo needs to be retrieved it is a time consuming process.

The City requires that individuals who wish to appeal their parking citation submit a written appeal. This appeal form is available online and also in paper form at the City Center. Individuals receive written confirmation of the hearing examiner’s decision through the mail.

Scofflaw information is entered manually by City staff and is loaded onto and available for inquiry on the hand held devices that the enforcement officers carry.

3. **FEATURES.** To accomplish the City’s objective, the following are features that the City would like to see in their parking solution:
  - A. Automated interfacing of parking citations from the device the parking enforcement officer uses to create the citation to the other systems in the City that are responsible for appeals, payments and collection. This automation process should include the ability to transfer citation information to multiple applications including the Utah Department of Public Safety so that the information can be downloaded to the local justice court. Other possible applications would be to the City financial software and the City police department computer system.
  - B. The device used by the parking enforcement officer to issue the citation should be light in weight, durable, as well as easy and economical to use.
  - C. Parking enforcement officers should have the ability to be notified in real time of scofflaw violations, Amber Alerts and stolen vehicle information. This information should be automated and available from all states at no additional or minimal cost. Officers should also have the ability to log a warning given to a citizen for future reference.
  - D. The device used should handle “electronic chalking” of vehicles to manage time parking violations.
  - E. Ability to document the violation through a photo or series of photos. This photo should link electronically to the citation so that locating the photo is quick and easy.
  - F. Ability for the public to appeal their citation online through the City website. During this appeal process, it would be helpful for the violator to see the photo taken prior

to submitting the appeal information. The assigned personnel within the City should have an automated process to view the appeal, receive enforcement officer comments about the appeal and respond back to the violator with the decision.

- G. The manager of the enforcement officers should be able to view reports that would assist in tracking the workload of each enforcement officer.
- H. The violator should have the ability to pay their ticket online at no additional or minimal cost.
- I. Various reports should be available in a format that is easy to use for financial purposes and statistical information.
- J. Collection assistance should be available through reports and notices.
- K. Ability to expand the solution to possible future City applications in managing permit parking and zoning violations.

4. **SELECTION CRITERIA.** The City's evaluation team will judge the merit of all bids received in accordance with the general evaluation criteria listed below. Failure to provide any of the information requested may result in the bid being removed from further consideration. In determining the lowest responsible bidder, in addition to price, the City will consider:

- A. The character, integrity, reputation, judgment, experience, and references of the bidder;
- B. The ability, capacity, and skill of the bidder to provide a solution that best meets the functionality listed.
- C. Whether the bidder can provide the services promptly.
- D. The bid that represents the best overall value to the City based on features and cost.
- E. Product works as illustrated in the response and that the product has been adequately tested. References will be contacted and verification will be obtained that features work as portrayed.
- F. The quality of service and level of performance of bidder under previous contracts, if any;
- G. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service; and
- H. Whether the bidder is in arrears to the City on a debt or contract or is in default on surety, or whether the bidder's taxes or assessments are delinquent.
- I. Other relevant information, which the City feels, would help in the evaluation of their proposal.

5. **PROPOSED APPROACH TO PROJECT.** The bidder should submit a bid that details the following:

- A. The features listed in section 3 that can be offered to the City by the bidder. Bidders may include any solution that provides features comparable to those specified. When responding to section 3 paragraph I, please list available formats the solution offers.
- B. An outline of the costs and time frames associated with meeting the features listed in section 3 and any additional proposed solutions. Costs should include all maintenance and upgrade costs, including extended warranty options for a period of 5 years or more. Costs should also include all possible price break points.
- C. References from 3 companies that are using the proposed solution in a similar capacity.

6. **SUBMISSION OF PROPOSAL.** Proposals may be either mailed or hand-delivered. If the proposal is sent by mail, the bidders shall be responsible for actual delivery of the proposal, to the proper office before the deadline. Any proposals received after the deadline will be returned unopened.

All proposals become the property of the City upon receipt. The content of all proposals will be kept confidential until an award is made, after which the content will no longer be kept confidential, except as provided in DISCLOSURE OF BID CONTENT.

Proposal needs to be returned with an original coversheet (first page of this Request for Proposal) that is signed and completely filled out.

7. **DISCLOSURE OF BID CONTENT.** The Government Records Access and Management Act ("GRAMA"), Title 3 Chapter 13 of the Provo City Ordinance states that certain information in the submitted proposal may be open for public inspection. If the bidder desires to have information contained in its proposal protected from such disclosure, the bidder may request such treatment by providing a "written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality" with the proposal. All material contained in and/or submitted with the proposal becomes the property of the City and may be returned only at the City's option.

8. **AWARD OF CONTRACT.** Award of Contract may be made without discussion after proposals are received. Proposals should, therefore, be submitted initially on the most favorable terms, from price, service, and technical standpoints.

The City may negotiate with the bidder whose proposal is determined to be the most responsive to the City's needs and most advantageous to the City based on the criteria described.

The City reserves the right to reject any and all proposals and to waive any formality in proposals received, to accept or reject any or all of the items in the proposal, and award the contract in whole or in part, if it is deemed in the City's best interest. The City reserves the right to negotiate any and all elements of the proposal, if such action is deemed in the best interest of the City.

9. **ADDENDA TO THE PROPOSAL.** If it becomes necessary to revise any part of this proposal, an addendum will be provided to all bidders who have indicated intent to respond. If a bidder finds any inconsistency or ambiguity, the bidders should contact David W Huntsman, Purchasing Manager, at 801-852-6541 to seek clarification.

10. **INDEMNIFICATION.** To the fullest extent permitted by law the bidder shall indemnify, defend and hold harmless the City, and any subsidiary or affiliate of the City, and its past, present and future agents, representatives and employees from and against all claims, damages, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the work, provided that such claim, damages, loss, liability, lien, cost, citation, penalty, fine or expense is caused in whole or in part by any negligent act or omission of the bidder, any subcontractor, any sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, regardless of whether liability is imposed upon such indemnified party by applicable laws, rules or regulations regardless of the negligence, omissions or other fault of such indemnified party. This indemnity obligation is intended to include the indemnification of the City indemnified hereunder for damages apportioned to the bidder, any subcontractor, any sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose

acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity, which may otherwise exist in favor of the City. In any and all claims against the City, or any subsidiary or affiliate, or any of its past, present or future agents, representatives or employees by any employee of the bidder, any subcontractor, any sub-subcontractor, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or types of damages, compensations or benefits payable by or for the bidder, any subcontractor, any sub-subcontractor under the worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

To the fullest extent by law, the bidder shall indemnify, defend and hold harmless the City and any subsidiary or affiliate, and its past, present and future agents, representatives and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, directly or indirectly arising out of or based in whole or in part upon:

- A. The bidder's breach of any covenant or warranty of this Agreement.
- B. Any damage or loss to any property caused in whole or in part by the bidder, any subcontractor, any sub-subcontractor or any one directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except damages or loss attributable solely to acts or omissions of the City or its agents or employees and not attributable to the fault or negligence of the bidder.
- C. The bidder's failure to comply with any applicable law, rule or ordinance.
- D. The indemnity obligations of this paragraph are in addition to the indemnity obligation of the bidder under the indemnification section.