



**HARTFORD PARKING AUTHORITY**

[www.hartfordparking.com](http://www.hartfordparking.com)

**REQUEST FOR PROPOSAL**

**RFP # 051917**

**PARKING ACCESS & REVENUE CONTROL SYSTEM UPGRADE/REPLACEMENT &  
ROUTINE EQUIPMENT MAINTENANCE**

**LOCATED AT**

**MAT GARAGE & SHELDON STREET LOT**

**FOR THE**

**HARTFORD PARKING AUTHORITY**

**DATE ISSUED: MAY 19, 2017**

**PROPOSAL DUE DATE: JUNE 22, 2017 AT 4:00 P.M. EDT**

**SEND ALL SEALED PROPOSALS TO:**

**HARTFORD PARKING AUTHORITY  
ADMINISTRATIVE OFFICE  
11 Asylum Street, 2<sup>nd</sup> Floor  
Hartford, CT 06103  
PHONE (860) 527-7275**

**ATTN: ERIC BOONE, CEO**

**DURING THE PERIOD BEGINNING WITH RECEIPT OF THIS RFP AND UNTIL A CONTRACT IS AWARDED, PROPOSERS SHALL NOT CONTACT ANY EMPLOYEE OF THE HARTFORD PARKING AUTHORITY, THE CITY OF HARTFORD, 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 THE HPA, CITY EMPLOYEE, ANY CONSULTANTS, OR ATTORNEYS INVOLVED IN THIS PROCESS PRIOR TO CONTRACT AWARD IS PROHIBITED AND MAY BE GROUNDS FOR DISQUALIFICATION.**

**RFP RELEASE:**

**MAY 19, 2017**

**MANDATORY PROPOSER SITE TOUR:**

**JUNE 9, 2017 @ 10:00AM**

**PROPOSALS DUE:**

**JUNE 22, 2017**

## **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 REQUEST FOR PROPOSAL**

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, may be modified from time to time to the extent allowed by HPA or the City. This 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.

Any reference herein to the “System” shall mean all the features and functions, hardware, software, data and related aspects that in any way affect the operations of the equipment to be upgraded or maintained.

Prospective Proposers are advised to familiarize themselves with Section 6, Glossary of Defined Terms, in order to enable a complete and accurate review of this RFP.

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# 1. INTRODUCTION

## 1.1 Purpose

In 2015, 3M elected to shutter its Parking Access and Revenue Control System (PARCS) product division essentially rendering Hartford Parking Authority's (HPA) MAT garage (MAT) PARCS obsolete. Additionally, HPA desires to align all of its PARCS under one unified brand to streamline operations, maintenance and repair.

The purpose of this RFP is to solicit proposals from qualified Proposers for the upgrade and/or replacement of the current PARCS located at MAT and 141 Sheldon Street Lot (Sheldon). As part and parcel of this RFP, HPA is also soliciting upgrades and/or changes to the PARCS that will improve garage operations and versatility. Additionally, HPA is soliciting for the Proposer to provide full service maintenance of the PARCS equipment on a reoccurring basis.

## 1.2 General Descriptions

### MAT Garage

MAT garage is located at 55 Chapel Street South. The garage has three (3) entrances and three (3) exits. The garage consists of one (1) level above grade, one (1) level at grade, and three (3) levels below grade with a total of 907 spaces. PARCS consists of Federal-APD hardware including, gates, card access readers, barcode ticket dispensers, and cashiering stations. The system operates on SCAN-NET software. There is no segregation of monthly and transient parkers.

### Sheldon Street Lot

Sheldon is located at 141 Sheldon Street. The lot has one (1) entrance and one (1) exit. The lot consists of 270 spaces. PARCS consists of MPS controllers with LPR operating Elka gates. The system operates on Sentry Link software. There is no segregation of monthly and transient parkers. Data is communicated via point-to-point wifi to a nearby municipal building with a cellular backup.

## 1.3 Qualified Proposer

To be considered "qualified," a Proposer must have:

- a. Attend the mandatory Proposer conference and site tour held on June 9, 2017 @ 10:00am.
- b. Consistent experience in PARCS equipment and operations for the last five (5) years.
- c. Experience working at the direction, and under the authority of, public parking authorities or departments within the last five (5) years.
- d. Qualified local personnel with experience in the maintenance of Proposers PARCS.
- e. Consistent record of providing the highest degree of contract compliance and standards of performance, as further defined within this document.
- f. Meets all of the requirements defined within this document.
- g. Proposer or affiliated entity has no delinquent taxes or other financial obligations owed to the City of Hartford.

#### **1.4 Bond Requirements**

All proposals must include a Bid Bond valued at 10% of the aggregate proposal value.

Prior to Contract execution, the successful Proposer must provide both a Performance Bond and a Payment Bond each valued at 100% of the contract value. Proposers who are equipment manufacturers may deduct the proposal value of their equipment from the total value of the Payment Bond.

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## 2. SUBMITTAL AND SELECTION PROCESS

### 2.1 Submittal Point of Contact

Unless otherwise specified, Eric.Boone@hartfordparking.com (e-mail address) is HPA's point of contact for purposes of this RFP and subsequent communications. Non-electronic communications should be sent to:

Hartford Parking Authority  
Administrative Office  
11 Asylum Street, 2<sup>nd</sup> Floor  
Hartford, CT 06103  
Attn: Eric Boone

### 2.2 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 June 20, 2017 at 4:00 P.M. EDT will be answered if deemed appropriate and germane to this RFP. All such questions must be addressed in writing and sent 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 this RFP.

In order to ensure proper processing of Proposer questions, Proposers must include reference to RFP #051917 on the subject line of the email message and shall reference the RFP Section/subsection (e.g. Section 2.2 Proposer Questions, etc.). Questions must be written in twelve point font, and included as an MS Word attachment to the email. Clarifications or interpretations and any supplemental instructions, if issued, will be posted online, in the form of an Addenda to the RFP. Each Proposer shall be responsible for determining that it has received all Addenda issued.

### 2.3 Alternate Proposals

Proposals must meet all requirements of this RFP. However, if based on a Proposer's experience, there are alternative approaches that will ultimately achieve HPA's objectives, but through different solutions that could be more beneficial to HPA, 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 in **electronic blue highlight**. HPA will give strong consideration to alternatives in a proposal if it is determined that such alternative enhances the development, implementation, and operational aspects of the facilities.

### 2.4 Selection Committee and Selection Process

The Selection Committee will conduct a detailed evaluation of proposals that have complied with the RFP requirements. Any proposal that is not in compliance with the foregoing requirements may be eliminated from consideration.

Each considered proposal will be assessed against several pre-determined criteria deemed pertinent in the execution of this contract and receive a score. If necessary, the Selection Committee may then interview a select number of 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. Proposers will be given up to sixty (60) minutes to present their material. The Selection Committee will reserve their questions until the end of the presentation.

The Selection Committee may then choose to engage in competitive negotiations with the selected Proposers.

Upon completion of the selection committee process the Selection Committee will develop a recommendation for the HPA Board of Commissioners (“Board”) review and subsequent approval or disapproval.

A request for proposal does not necessarily contemplate an award based solely on price. Rather, HPA reserves its right to reject any or all proposals or any portion thereof, for whatever reason. Neither HPA, the City, 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.

## **2.5 Restriction on Communications**

From the date of release of this RFP until the execution of a contract, 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 City of Hartford participating in the evaluation of proposals or 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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### **3. SCOPE OF SERVICES**

#### **3.1 General Design Attributes**

The purpose of this section is for HPA to provide its vision for each PARCS location.

##### **3.1.1 MAT Garage**

MAT garage's current daytime clientele is primarily monthly parkers. However, HPA desires to modify the PARCS infrastructure to segregate monthly parking to the upper and lower levels while leaving the grade level open for transient parking.

The monthly parking population varies significantly depending on the day of the week. HPA desires to leverage the change in monthly parking population for the benefit of transient parking through the use of technology such as, but not limited to, license plate recognition (LPR) cameras in order to dynamically modify segregation areas.

Monthly parking will be managed through access RFID cards or the like.

Payment is currently made by means of a cashier. HPA desires proposals to incorporate a cost effective automated payment solution such as pay-in-lane and/or payment kiosks. Additionally, HPA desires an integrated payment method to address high volume events.

##### **3.1.2 Sheldon Street Lot**

Sheldon currently utilizes a ticketless credit card in, credit card out LPR system. Due to the extensive use of the lot by the adjacent federal immigration court, the ticketless system leads to confusion of non-English speaking clients resulting in long lines. HPA desires to maintain a cashless system, however, a barcode ticket system needs to be added to PARCS functionality.

HPA is also willing to consider a traditional card reader system in lieu of LPR for its monthly clients.

#### **3.2 Existing Equipment**

Much of the existing hardware is five years old. Where possible, as permitted by physical condition, reasonable integration limitations, and replacement part supply availability, HPA desires to utilize existing hardware components.

#### **3.3 Proposed Hardware**

Equipment proposed will possess the following minimum requirements:

- a. All equipment are from current product lines and not scheduled for "parts only" obsolesces for a minimum of five (5) years.
- b. Tickets will be bar code or the like (no magnetic stripe).
- c. All equipment will possess internal surge suppression or external provisions will be included to provide adequate protection for equipment.
- d. All equipment is PCI/PTS and PCI/DSS certified, as required by standards.
- e. Credit card processing is EMV Certified.
- f. Customer interface will be a full-color screen.

- g. Must functionally and cosmetically withstand prolonged exposure to elements to include but not limited to:
  - i. Operational temperature range of -15 deg F to 110 deg F
  - ii. Ambient humidity of 100%
  - iii. Temperature transients of 30 deg F in three hours
  - iv. Frequent road salting
  - v. Plowed snow
  - vi. Eight (8) hours of direct sun
  - vii. Sustained winds of 100 mph
  - viii. Urban dust, debris, pollen
  - ix. Bird excrement
- h. Surfaces made of graffiti resistant materials.
- i. System maintains a 99.5% uptime (calculated between the hours of 7am and 11pm).
- j. All equipment shall be ADA compliant.
- k. Incorporates automated “Full Monthly Only” signage.
- l. Gates arms must possess sacrificial “break-away” fasteners to protect gate equipment.
- m. Must include in-lane magnetic loops or functional like.
- n. All hardware components including networking equipment shall be commercial grade.
- o. System integrated with video and audio surveillance preferred.

### **3.4 Proposed Software**

Software proposed will possess the following minimum requirements:

- a. Operates on a stable operating system.
- b. Provides real-time data and reporting.
- c. Provides real-time remote access for reporting and configuration control.
- d. The ability to create multiple access profiles/roles to limit user access.
- e. System maintains a 99.5% uptime (calculated between the hours of 7am and 11pm).
- f. Incorporates necessary internal controls to mitigate the risk that errors, irregularities, and defalcations occur and go undetected.
- g. Management of validation accounts
- h. Validations must accommodate discounts and lockouts based on entry/exit time, flat fee, and percentage fee.
- i. Each lane shall communicate independently to the server.
- j. Any cloud based server must include a local backup server or otherwise fail safe operations during a communications failure.
- k. Displays “Cash Only” or “Credit Only” when a given payment method is unavailable.
- l. Customer interface have the option of multilingual instructions.

- m. Customer interface will possess primarily pictorial/animated instructions.
- n. Proposer holds SSAE 16 certification for financial internal controls.
- o. Non-Customer GUI is user friendly
- p. Multiple rate tables set to time/day schedule.
- q. Fault/Error alarm notification.
- r. All reporting can be generated on a variable time scale.
- s. Reports can be automatically generated and emailed on a preset schedule.
- t. Reports must include, but not limited to:
  - i. Daily Cashiering Summary and Detail
  - ii. Validation Accounts
  - iii. Transaction Summary and Detail
  - iv. Revenue to Lane Activity Reconciliation
  - v. Credit vs. Cash
  - vi. Lane Activity
  - vii. Administrative Activity By User Summary and Detail
  - viii. Maintenance Activity
  - ix. Monthly Parking Accounts
  - x. Billings, Collections, Adjustments
  - xi. Loop Counts
  - xii. Missing Tickets
  - xiii. Voids
  - xiv. Credit card transactions reported by date and last four digits
  - xv. Live Dashboard Reporting
  - xvi. System Analytics Reporting
- u. All system data must be downloadable via CSV or like file type. Live data access preferred.
- v. Loop count reset controlled by user id.
- w. Mobile payment integration with Passport App

### **3.5 Warranty**

All proposals must include a minimum three-year parts and labor full warranty post acceptance of the installation. Warranty must include all operating system and firmware updates. Warranty must also include lifetime operating system and firmware security updates.

Proposals must provide a detailed description of warranty coverage.

### **3.6 Installation**

HPA desires a turn-key installation, Proposer shall be responsible for all installation work, including all peripheral work related to PARCS installation to ensure the proper installation and operation of the PARCS.

Proposers shall act as the prime vendor for the installation and shall be the primary point of contact for the installation. All other non-utility entities involved in the installation process shall be sub-contractors of the Proposer.

The Proposer shall provide a detailed layout and installation plan, including a preliminary installation and testing schedule as part of their proposal.

Installation shall be completed in a timely and workmanlike manner, in accordance with all applicable codes and regulations, and with the use of licensed contractors, where applicable.

Installation shall take place without interruption to garage operations.

The Proposer shall remove all existing hardware not reused as part of the proposal. HPA shall retain ownership of all hardware. The removed hardware will be stored within the garage in a location selected by HPA. Removal will be completed in a manner as not to damage the hardware.

### **3.7 Training**

Proposer shall include on-site training sessions for three separate groups, day-shift, night-shift, and administration.

Training shall include hands-on interaction with the system, a ten (10) copies of printed user manuals and/or electronic versions of user manuals. User manuals shall provide step by step instructions for all actions performed on the PARCS and shall include an actions index. Detailed instructional videos may be utilized in lieu of manuals at HPA's sole discretion.

Proposer shall provide without charge routine remote training/answer questions from time to time throughout the life of the contract.

### **3.8 System Maintenance**

HPA desires to include a long-term maintenance contract related to routine equipment and system servicing. The proposal shall include detailed pricing and scope of services for the following:

- a. A traditional service contract including parts and labor per year for three (3) years with two (2) one-year renewal options to commence after installation acceptance.
- b. On call repair services in case of non-warranty damages.
- c. A detailed price schedule for all consumables and parts guaranteed for three (3) years after installation acceptance.

## 4. FORMAT FOR PROPOSALS

### 4.1 Instructions for Proposal Submission

Proposals must be received by 4:00 P.M. EDT on June 22, 2017. 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 Proposer's 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.

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 Proposer's 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.

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 Selection Committee shall not be required to search for the answers in other sections of the proposal.

The Proposer must provide HPA the following:

- One (1) signed, printed and bound original
- Ten (10) additional printed and bound copies
- One (1) CD/DVD ROM-based or USB flash ("thumb") drive electronic copy. All spreadsheets utilized for the proposal must be submitted in Microsoft<sup>®</sup> Excel electronic format (\*.xls or \*.xlsx), all other documentation shall be submitted in a word searchable PDF. Imaged PDF will not be accepted.

### 4.2 Format

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 or an approach HPA may not have considered, please first respond to all HPA's requirements, and then add any alternative ideas, approaches, information, etc., clearly marked in electronic blue highlight within the corresponding sections. Please include complete detail and show how it will benefit HPA.

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.

All proposal text must be cross referenced to the RFP section to which it applies to. The proposal shall be presented in the same order as provided below:

- Article 1: Transmittal Letter
- Article 2: Executive Summary
- Article 3: Proposer Company History
- Article 4: Experience and Ability
- Article 5: Organizational Structure
- Article 6: List of Assumptions
- Article 7: Statement of Work
- Article 8: Key Personnel
- Article 9: Roles and Responsibilities
- Article 10: Implementation Approach
- Article 11: Financial Capability
- Article 12: Legal Issues History
- Article 13: Corporate Reporting
- Article 14: References
- Article 15: Cost Proposal

#### **4.3 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.

Proposer shall make the following representations and warranty in the Transmittal Letter, the falsity of which might result in rejection of its proposal:

- a) That all the information contained in the proposal, including supporting documentation is true, accurate and complete; to the extent that the proposal includes all information necessary to ensure that any statement does not mislead HPA.
- b) That no elected or appointed official, employee of HPA, or the City of Hartford has or will benefit financially or materially from fulfilling the scope of services requested in this RFP.
- c) That the Proposer, Proposer Parties, partners or subcontractors 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.
- d) That the Proposer, Proposer Parties, partners or subcontractors have not within the last five (5) years 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.

- e) That the Proposer, Proposer Parties, partners or subcontractors 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 (d) above.
- f) That the Proposer, Proposer Parties, partners or subcontractors have not within the last five (5) years had one or more public transactions (federal, state, or local) cancelled or terminated for cause or default. If so, please explain in detail in your response.
- g) That the Proposer, Proposer Parties, partners or subcontractors have not within the last five (5) years filed for bankruptcy nor is bankrupt or the filing for bankruptcy presently or imminently threatened.

#### **4.4 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. The Executive Summary shall not mention the offer dollar amount.

#### **4.5 Article 3: Proposer Company History**

Describe your company history including a brief description of the company's background particularly within the local market, company objectives and philosophies.

#### **4.6 Article 4: Experience and Ability**

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.

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.

Explain how the Proposer will ensure that personnel performing the work for HPA are qualified, trained and proficient in operations, as well as customer service.

#### **4.7 Article 5: Organizational Structure**

Describe the Proposer's total organization, including any Proposer Parties, partners or subcontractors. 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 officer down to the key personnel who will be providing the services detailed in this RFP.

Clearly identify any partners or subcontractors and describe in detail the roles that each will have in the services offered to HPA. Please describe their organizations, annual revenues and the length of time they have been in business.

#### **4.8 Article 6: List of Assumptions**

Provide a separate list of implicit and explicit assumptions that the Proposer utilizes in the creation of the proposal.

For the purposes of this RFP an implicit assumption will be defined as “a non-expressed assertion about some characteristics of the future that underlies the current operations or plans of HPA”.

An example of an implicit assumption: When someone sees a DVD case, it is assumed that if it is opened there will be a DVD inside.

#### **4.9 Article 7: 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. This section shall also include any schedules, plans, or drawings included in the proposal. The Proposer shall include the manufacturing and/or procurement locations of all key components, as well as the location of proposed service staff.

The SOW will be refined during the selection process leading to a contract between the parties.

#### **4.10 Article 8: Key Personnel**

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: Point of Contact, Project Manager, Technical Lead, and Maintenance Lead.

The Proposer should state if they are willing to commit to keep these key individuals for the term of the installation. If not, describe how the Proposer will involve HPA in the selection process, as well as maintain performance continuity during personnel transitions.

The Proposer should state if they are willing to replace key personnel if they are unable to meet HPA expectations. If not, describe how the Proposer will resolve HPA concerns in an effective and timely manner.

#### **4.11 Article 9: Roles and Responsibilities**

The Proposer shall provide their staffing strategy for the installation including subcontractors to include the roles and responsibilities of all job types utilized during installation

#### **4.12 Article 10: Implementation Approach**

The Proposer shall recommend an approach for the implementation of the PARCS for HPA’s facilities within an aggressive, but achievable timetable. Additionally, the Proposer shall identify what is required of HPA in order for the Proposer to implement the plan.

#### **4.13 Article 11: Financial Capability**

For each entity identified in Section 4.7, provide relevant documents that describe their financial status, such as audited financial statements, annual reports, and 10-K reports, for the three (3) most recent years.

For each entity identified in Section 4.7, 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.

Describe any current, future 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.



#### **4.14 Article 12: Legal Issues History**

For purposes of this section, the “Proposer” includes the Proposer, any Proposer Parties, partners and subcontractors. The Proposer must provide a response to the following questions for all entities stated in the proposal. The proposal shall include each question in with each response.

- a) Is the Proposer currently, or has been in the last five (5) years, the subject of any bankruptcy, insolvency, reorganization or liquidation or receivership proceedings? If so, please explain.
- b) Is the Proposer currently, or have been in the last five (5) years, the subject of any litigation, investigation or proceeding before or by an arbitrator or Governmental Authority involving: (1) Proposer 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) Is the Proposer currently, or has been in the last five (5) years, investigated for or convicted of any criminal violations(s) of any environmental or health and safety law? If so, please explain.
- d) Is there any litigation or governmental or regulatory action pending or threatened against the Proposer that might have a bearing on the ability of the Proposer to provide the services necessary to meet the requirements as set forth in this RFP (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) Is the Proposer delinquent in any taxes or other monetary obligations owed to the City of the Hartford?

#### **4.15 Article 13: Corporate Reporting**

In its proposal, each Proposer must provide:

- a) 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.
- b) A corporate resolution of authority granting the signatory binding authority to act on behalf of the Proposer and all partners and/or subordinate entities.
- c) Verifiable demonstration of compliance with the requirements of being an equal opportunity employer under the Hartford Code.

#### **4.16 Article 14: References**

Provide five (5) references from locations of similar size and scope, with at least two within two hundred fifty (250) miles of Hartford. References should include: company/entity name, contact person, phone number and e-mail address.

#### **4.17 Article 15: Cost Proposal**

Proposers must submit a cost proposal in a separate sealed package. 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.

Please propose a fixed price for the scope defined within this RFP broken down in to the following sections:

- a. Hardware – Provide an itemized price for each component. Each component needs to be numbered and that number will correspond to an equipment placement diagram each facility. Miscellaneous items (nuts, bolts, fittings, etc) can be aggregated and labeled as miscellaneous.
- b. Software - Provide an itemized price for each component.
- c. Annual Licensing Expenses - Provide an itemized price for each license.
- d. Installation/Training – Provide individual pricing for Installation, Contingency, and Training. HPA shall maintain sole authority of contingency expenditures.
- e. Consumables and Repair Parts – Provide an itemized price list for all consumables and repair/replacement parts valid for three (3) years.
- f. Maintenance – Provide a cost for the first three (3) years of service and the cost for two (2) one-year extensions.
- g. Bond – Provide itemized bond costs

In addition to the pricing detailed above, HPA highly encourages Proposers to provide innovative solutions to amortize the cost of the initial investment.

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## **5. TERMS AND CONDITIONS**

The provisions of this section addresses 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; however, HPA reserves the right to modify these provisions as deemed necessary.

### **5.1 Contract Term**

The hardware, software, and related products for the PARCS upgrade/replacement will be a one-time purchase. However, based on the content of a proposal, HPA in mutual agreement with the Proposer may elect to considered several smaller phases in lieu of a one-time purchase.

The initial term of any contract pursuant to this RFP for full service maintenance shall be three (3) years from the date of HPA's acceptance of system installation and final testing. HPA at its sole discretion may extend the term of the contract for either one (1) or two (2) additional one-year terms.

### **5.2 Contract Termination**

The contract may be terminated by HPA with the Proposer for the following reasons:

- a) Termination for Cause. Upon the occurrence of any Event of Default, as set forth in Section 5.4 or as otherwise set forth in the contract, HPA may terminate by giving five (5) days' prior written notice thereof to Proposer.
- b) Termination for Non-availability of Funds. In the event HPA shall not have funds available for the scope of services, HPA may terminate on thirty (30) days' prior written notice thereof to the Proposer.
- c) Termination at Will. Notwithstanding any provisions in the contract, HPA, through a duly authorized employee, may terminate whenever HPA makes a written determination that such termination is in the best interests of HPA. HPA shall notify the Proposer in writing of termination pursuant to this section, which notice shall specify the effective date of termination but not less than 30 days and the extent to which the Proposer must complete performance under the contract prior to such date. The basis for termination under this subsection includes the sale of any one or more of the properties or the repurposing by the City of the properties.
- d) Payment Upon Termination. In the event the contract is terminated pursuant to Sections 5.2(b) or 5.2(c) above, HPA shall make full payment to Proposer for all Services performed in accordance with the contract up to and including the date of termination. Payment shall be made within sixty (60) days after the date of termination and presentation of Proposer's invoices therefor.

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

In the event that HPA shall terminate the contract under this provision or the Proposer 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 Proposer and/or its surety.

### **5.3 Contract Breach**

If either party breaches in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) Days from the date that the breaching party receives the notice. In the case of a Proposer breach, any other time period which HPA sets forth in the notice shall take precedence over the ten (10) Days' notice contained herein.

- a) The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period.
- b) The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date.

### **5.4 Events of Default and Remedies**

#### **5.4.1 Events of Default**

In addition to any other provisions reference in this RFP, any of the following occurrences or acts shall constitute an Event of Default:

- a) Whenever Proposer 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 RFP which on the part or behalf of Proposer are to be kept or performed, and Proposer fails to correct any such breach within ten (10) Days after Proposer's receipt of written notice of such breach from HPA; or
- b) 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 the Proposer's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to Proposer's performance of this scope of work; or
- c) Whenever an involuntary petition shall be filed against Proposer under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or a receiver of Proposer or of or for the property of Proposer shall be appointed without the acquiescence of Proposer, or whenever the 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 Proposer or a corporation in which the Proposer 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 the Proposer within sixty (60) Days; or

- d) Whenever the Proposer shall make an assignment of the property of the Proposer 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 the Proposer 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 the Proposer under the arrangement provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever the Proposer shall desert or abandon the contract; or
- e) If any competent authority shall have determined that the Proposer is in default of any federal, state or local tax obligation; or
- f) Pursuant to Resolutions passed by the Court of Common Council on March 4, 1996 and January 13, 1997, if the Proposer or any of its principals are in default of any tax or 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 or
- g) Repeated failure of the Proposer and its employees to comply with any and all written directives of HPA regarding non-performance under the terms of the contract.
- h) If the Proposer or any of its principals are in default of any contractual obligations owed to HPA or the City after written notice from the HPA or the City.

#### **5.4.2 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:

- a) Take such action as it deems necessary, including, without limitation, the temporary withholding or reduction of payment;
- b) Suspend the contract and Proposer's operations and management;
- c) Require Proposer to correct or cure such default to the satisfaction of HPA; or
- d) Terminate the contract for cause in accordance with Section 5.2 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.

#### **5.5 Contract Modification**

The contract may be modified by HPA with 30 days written notice to the Proposer for the following reasons:

- a) Pending sale or repurpose by the City of any of the parcels of land defined in the scope of this document

In the event that the contract is modified the Proposer and/or the HPA may be entitled to an equitable adjustment to the contract terms. All adjustments will be defined within the executed contract.

## **5.6 Commercial Surface Parking Lot Physical Conditions**

The physical conditions of the properties for the purposes of this scope of work shall be considered "AS-IS". HPA may improve the physical conditions of the properties in various ways as mentioned previously in this document, however, HPA makes no representations or warranties that such improvements will be made now or in the future.

## **5.7 The Proposer's Insurance Requirements**

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

- a) 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.
- b) 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.
- c) Workers' Compensation Insurance covering Proposer and its agents and employees at the Connecticut Statutory minimum 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.
- d) Excess Liability Insurance with a minimum combined single limit coverage of not less than Five Million and 00/100 Dollars (\$5,000,000.00).

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.

Except as otherwise indicated, the insurances required in this section may be carried on either an "occurrence" or a "claims made" basis, provided, however, that, should any insurance be carried on a "claims made" basis, Proposer 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.

All references to a "deductible" shall be deemed to mean a deductible and/or a self-insured retention. No policy required to be procured by Proposer 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, Proposer shall pay such deductible. Proposer agrees that it will not carry or be the beneficiary of any insurance insuring Proposer 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 insurance carriers otherwise comply with the terms of this section.

## **5.8 Living Wage Ordinance**

The Proposer shall certify compliance on an annual basis with the City of Hartford Living Wage Ordinance as set forth in §§2-761 et. seq. of the Hartford Code, as it may be amended from time to time. Proposer shall be obligated to compensate its employees a living wage as determined by the City of Hartford during the term of the contract and any extensions thereto, and therefore possible increases in the living wage should be considered by the Proposer in the preparation of its response.

The Proposer also 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.

## **5.9 Binding Effect of Proposal**

The proposal shall be a binding commitment which HPA at its sole discretion, may include by reference or otherwise, into any contract with the Proposer. Accordingly, the Transmittal Letter shall be signed by an individual authorized to bind the Proposer. By submitting a proposal the Proposer commits to a firm offer valid for a one hundred eighty (180) calendar day period from the date of the opening

## **5.10 RFP Is 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. The Proposer or HPA can terminate discussions at any time and for any reason.

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.

## **5.11 Deviating from RFP Requirements**

HPA may reject any proposal that deviates from the requirements of this RFP. Proposers submitting proposals with any exceptions from requirements must identify and fully justify such exceptions for HPA consideration.

## **5.12 Conflicts, Discrepancies, Omissions and Inaccurate Conclusions**

Should a Proposer find conflicts, discrepancies or omissions in this RFP or any other documents provided by HPA, the Proposer should immediately notify HPA in writing 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. Failure to notify shall constitute a waiver of claim of ambiguity, inconsistency or error by the Proposer.

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.

## **5.13 Exceptions to the RFP**

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.

## **5.14 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.

## **5.15 The Proposer**

The Proposer shall be the sole point of contact and shall be responsible for the performance of all services under the contract. The Proposer 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 Proposer shall be entirely responsible for all actions and work performed on its behalf. All terms, conditions, and requirements of the contract will apply without qualification to any services and work performed on the Proposer behalf.

## **5.16 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.



## **5.17 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.

## **5.18 Due Diligence**

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.

By submission of a proposal, each Proposer shall be deemed to have certified, warranted and represented that they have had the opportunity to:

- a) 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.
- b) 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.

By submission of a proposal, each Proposer shall be deemed to have warranted and represented that:

- c) 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.
- d) No additional licenses or authorizations are necessary to accomplish implementation of the services required by this RFP with the exception of those referred to in the proposal.
- e) 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.
- f) 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.

- g) 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. All changes or additions of costs will solely be at the discretion of HPA.

#### **5.19 Due Diligence Representations and Warranties**

The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. The Proposer 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 Proposer 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.

#### **5.20 Indemnification and Hold Harmless**

Proposer 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 Proposer’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 Proposer 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. Proposer’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 Proposer to pay for any goods or services obtained by it hereunder, (ii) any negligent act, error or omission on the part of Proposer 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 Proposer 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, Proposer 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 a Contract.

#### **5.21 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.

## **5.22 Independent Price Determination**

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:

- a) 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.
- b) 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.
- c) 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.

## **5.23 Ownership of Proposals**

Upon receipt, all proposals submitted shall become the sole property of HPA. Except as expressly provided in Section 5.24, 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.

## **5.24 Trade Secrets/Proprietary Information/FOIA**

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. 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 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 Selection 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.

### **5.25 Retention of Records**

The Proposer 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 Proposer's office, at all reasonable times, for a relevant period of time after the expiration of the term as set forth by the regulations of the State Librarian.

### **5.26 Compliance with Labor Law**

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.

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 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.

As a condition of the Contract with HPA, the Proposer 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 Proposer. Noncompliance with the provisions of Division 9 of Article XII of the Hartford Code, shall be grounds for cancellation, termination or suspension of the Contract, in whole or part, by HPA.

### **5.27 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:

- a) 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.
- b) The Proposer did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance.
- c) No employee of HPA or the City of Hartford participated directly or indirectly in the preparation of the Proposer's response to this RFP;
- d) 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.
- e) 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.
- f) 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.

### **5.28 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 regulation, as well as the Charter and ordinances of the City of Hartford are available on-line.

### **5.29 Joint Ventures**

Joint ventures will not be accepted. HPA will only enter into a contract with a single entity 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 a partner or subordinate entity. Moreover, by submitting a proposal, the Proposer agrees to perform the services as an independent operator and not as an agent or employee of HPA.

### **5.30 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
- (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.
- (c) HPA is the only entity authorized to issue news releases relating to this RFP, its evaluation, award, or any contract and performance there under.

### **5.31 Use of Proposer's Logo and Company Identity**

While conducting any operations pertaining to the scope of services defined herein, the Proposer's staff and employees shall identify themselves as HPA contractors.

### **5.32 Proposer Misrepresentation or Default**

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

### **5.33 Offer of Gratuities**

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).

### **5.34 Executive Orders**

This Contract is subject to the provisions of:

- a) Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices;
- b) Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; and,
- c) 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.

### **5.35 Proposer Changes**

The Proposer 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 Proposer 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 Proposer of any responsibility for the accuracy and completeness of the performance. HPA, after receiving written notice by the Proposer 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 Proposer 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 Proposer shall deliver such documents to HPA in accordance with the terms of HPA's written request. HPA may also require, and the Proposer shall deliver, a financial statement showing that solvency of the Proposer is maintained. The death of any Proposer partner or Subcontractor as applicable, shall not release the Proposer from the obligation to perform under the Contract; the surviving Proposer shall continue to perform under the Contract until it is fully performed.

### **5.36 Rights Reserved by HPA**

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

- a) Amend or cancel this RFP at any time prior to contract award.
- b) Modify deadlines through amendments to this RFP.
- c) Establish and modify the timing and sequence of events resulting from this RFP.
- d) Refuse to accept, or return accepted proposals that do not comply with procurement requirements.
- e) Reject any proposal that is received after the deadline.
- f) Reject any proposal which is incomplete or in which there are significant inconsistencies or inaccuracies.
- g) 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.
- h) 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.
- i) Require Proposers, at their own expense, to submit written clarification of proposals in a prescribed manner or format.
- j) Contract for all or any portion of the scope of work or tasks within this RFP.
- k) Discuss with selected Proposer(s) any terms and conditions in the proposals including (but not limited to) financial terms.

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## **6. GLOSSARY OF DEFINED TERMS**

“C.G.S.”	The Connecticut General Statutes, as amended from time to time.
“City”	The City of Hartford.
“Competitive Negotiation”	As defined in §2-549 of the Hartford Code.
“Proposer”	The Person named in the proposal in response to this RFP.
“Proposer Parties”	Any parent organization, subsidiaries, affiliates, other related entities, directors, officers, stockholders or shareholders who own more than 5% of the Proposer.
“Selection Committee”	The Committee, established by the HPA, in order to evaluate and score the Proposals.
“FOI or FOIA”	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.).
“Hartford Code”	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.
“PDF”	Portable Document Format.
“Proposal”	The written offer submitted by a Proposer in response to this RFP, including any and all supporting documents, plans and other materials.
“State”	The State of Connecticut.
“Subcontractor”	Any Person (other than the Proposer) hired to do any of the work or provide any of the services described in this RFP.

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