



**CITY OF STAMFORD  
PURCHASING DEPARTMENT**

Request for Proposal No.	895
Title	Parking Ticket, Permit and Civil Citation Management Services
Date Issued	January 5, 2023
Issued on behalf of	Transportation, Traffic & Parking Bureau
Proposals Due	February 2, 2023 @ 4:00 P.M.
Submit Responses	Online via ProcureWare at <a href="https://stamfordct.procureware.com">https://stamfordct.procureware.com</a>
Name saved file as	<i>Proposer Name</i> Response to Stamford RFP No. XXX
Deadline for questions	10 working days before the due date
Contact for Technical Questions/Project Manager	Frank Petise, Transportation Bureau Chief, (203) 977-4124 or <a href="mailto:fpetise@stamfordct.gov">fpetise@stamfordct.gov</a>
Contact for Purchasing Questions	Erik J. Larson, Purchasing Agent <a href="mailto:elarson@stamfordct.gov">elarson@stamfordct.gov</a>
Pre-Proposal Meeting	N/A
Mandatory	

**Introduction**

The City of Stamford, Connecticut Office of Operations, Transportation, Traffic and Parking Bureau is requesting proposals from qualified service providers to provide an upgrade to its computerized parking ticket management system. The upgrade will require hardware and software for the City to issue an estimated one hundred thousand (80,000) parking tickets per year.

The vendor will provide or enhance hardware and software for the payment and processing of parking tickets. The vendor will also provide all necessary systems to Notice vehicle owners of all outstanding tickets, and provide systems to communicate with state motor vehicle departments to look up vehicle owner identifications based on vehicle license plates.

The full scope of work is described in the scope/specifications and drawings appended hereto.

## **INTERNET USAGE ACKNOWLEDGEMENT**

**Caution:** The competitive bid/proposal process requires the City of Stamford provide all competitors with equal and timely access to information. To enhance our capabilities, the Purchasing Department is providing bid information over the Internet. You may use this application provided you agree with the following understandings:

1. The City cannot guarantee that the equipment involved in this technology will be available to provide information or receive transmittals. **IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HAVE CURRENT INFORMATION AND THAT QUOTATIONS ARE RECEIVED AT THE DESIGNATED LOCATION, COMPLETE AND ON TIME.**
2. The City is not responsible for the confidentiality of information transmitted over the Internet.
3. The City makes no guarantee as to the completeness or accuracy of downloaded "Request for Bid", "Request for Proposal" or "Request for Qualification."

## **RFQ/RFP SUBMISSION REQUIREMENTS**

The Purchasing Department requests that you identify clearly your fee proposal sheet(s), as well as your bid bond pages if applicable.

Bids/Proposals must be received by the due date and time in order to be considered. Please be advised that the Purchasing Department does not accept bids or proposals by email or fax. More Information: (203) 977-4108, (203) 977-4107 or (203) 977-4994.

The following documents should be returned with your RFQ/RFP:

- Contractor's Statement
- Non-Collusion Affidavit
- City of Stamford State of Connecticut Contractor Verification (in accordance with Public Act 16-67) Compliance Affidavit (**For all school projects**)
- A Certificate of Corporate Resolution signed by the Secretary of your firm, authorizing you to execute a contract.

Or

- A Certification as to Contract Signatory for Limited Liability Companies (LLCs) signed by the Secretary of your firm, authorizing you to execute a contract.
- Proposer's Information and Acknowledgement Form
- Department of the Treasury Internal Revenue Service Form W-9
- Commission on Human Rights and Opportunities Contract Compliance Regulations Notification to Bidders Form

[http://www.ct.gov/chro/lib/chro/Notification to Bidders.pdf](http://www.ct.gov/chro/lib/chro/Notification_to_Bidders.pdf)

*The Purchasing Agent reserves the express right, on behalf of the City of Stamford, to waive any/all technical defects, irregularities and omissions if the best interest of the City is served.*

## **Issuing Office**

This RFP is being issued by the Purchasing Department of the City of Stamford on behalf of the department identified on the coversheet, hereinafter referred to as the “City.” The issuing officer is the Purchasing Agent or designee.

## **Inquiries**

All technical inquiries regarding this RFP must be in writing and must be addressed to the Technical Contact identified on the coversheet. The deadline for submitting questions related to this RFP is 10 working days before the due date. Responses to all questions will be furnished through a formal addendum following the closing date listed herein.

## **Incurring Cost**

The City of Stamford will not be held responsible for any costs incurred by the proposer for work performed in preparation and production of a proposal or for any work performed prior to the issuance of a contract.

## **Rejection/Acceptance of Proposals**

The City of Stamford reserves the right to refuse for any reason deemed to be in the City’s best interest any and/or all proposals submitted under this RFP.

This RFP is not an offer to contract. Acceptance of a proposal neither commits the City of Stamford to award a contract with any firm, even if all requirements in this RFP are met, nor limits its right to negotiate in the best interest of the City of Stamford. The City of Stamford reserves the right to contract with any firm for any reason.

## **Addenda to RFP**

Amendments to this RFP may be necessary prior to the closing date and will be furnished to all prospective proposers. Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the proposal not being considered.

## **Submission of Proposals**

Each proposer must submit their proposal via ProcureWare by the date and time stated on the cover sheet. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer. Neither mailed, faxed or emailed RFP responses will be accepted as qualified RFP submission.

## **Proprietary Information**

The City of Stamford will not disclose any portion of the proposals except to members of the proposal evaluation team prior to contract award. The City of Stamford retains the right to disclose the name of the successful proposer, the financial considerations and any other information in the proposal that is pertinent to the selection of the proposer.

## **Key Personnel**

Vendors must clearly explain and identify, in detail, the services they provide and identify their qualifications. Vendors must provide a resume indicating their experience.

## **Independent Project Cost Determination and Gratuities**

By submission of a proposal, the proposer certifies that in connection with its procurement:

The financial data in this offer has been arrived at independently, without consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other proposer or competitor.

The financial data quoted in this offer will not change for a period of one hundred twenty (120) days after the receipt date at the City of Stamford of this offer.

Unless otherwise required by law, the financial data which has been quoted in this offer have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to award, directly or indirectly to any other proposer or to any competitor.

No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

No elected official or appointed official or employee of the City of Stamford shall benefit financially or materially from this contract.

## **Prime Contractor Responsibility**

Vendors submitting proposals to this RFP may not utilize the service of subcontractors without the prior written approval of the City of Stamford. If sub-contractors or partners are planned to be used, this should be clearly explained in the response. The prime contractor will be responsible for the entire contract performance whether or not a sub-contractor or partner is used to perform. All corporate information required in this RFP must be included for each proposed partner or sub-contractor. The proposal must also include copies of any agreements to be executed between the prime contractor and any partners or sub-contractors in the event of contract award. Under this RFP, the City of Stamford retains the right to approve all partners or sub-consultants.

## **Availability of Funds**

The contract award under this RFP is contingent upon the availability of funds to the department identified on the coversheet. **In the event that funds are not available, any contract resulting from this RFP will become void and of no force and effect.**

## **Termination for Default or for the Convenience of the Contracting Agency**

Performance under any contract resulting from this RFP may be terminated by the City of Stamford whenever:

The contractor shall default in the performance of his/her contract and shall default within the period specified by the contracting officer in a notice specifying default; or

The contracting officer shall determine that termination is in the best interest of the Office of Administration/Operations, the Purchasing Department or the City of Stamford.

Termination will be effected by delivery to the contractor of a notice to terminate, stating the date upon which the termination becomes effective.

In the event of termination of this agreement as a result of a breach by the Consultant hereunder, the City shall not be liable for any fees and may, at its sole discretion, award an agreement of the same services to another qualified firm with the best proposal or call for new proposals and award the agreement thereunder.

### **Ambiguity in the Request for Proposal (RFP)**

Prior to submitting the proposal, the contractor is responsible to bring to the City's attention any ambiguity in this RFP. Failure to do so shall result in the contractor forfeiting any claim for adjustment based on such ambiguity as should have been noted by a prudent contractor.

In the event of any ambiguity between the City's RFP and the proposer's proposal, then whatever shall be more favorable to the City of Stamford as determined in the sole discretion of the City shall prevail and take precedence.

### **Ownership Information**

The City of Stamford shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the proposer under any contract resulting from this RFP.

In the event of contract award, all data collected and other documentation produced as part of the contract will become the exclusive property of the City of Stamford and may not be copied or removed by any employee of the proposer without written permission of the City of Stamford.

### **Negotiated Changes**

In the event negotiated changes occur after the awarding of the contract, any policies called for in the original contract will remain in effect.

### **Contract Agreement**

The selected proposer will be required to agree to and sign a formal written contract agreement in a form approved by the City of Stamford's Office of Legal Affairs.

### **Insurance Requirements**

The selected proposer, upon the signing of the formal contract, will be required to deliver an insurance certificate in amounts, companies and terms acceptable to the Risk Manager of the City of Stamford. See attached insurance requirements.

### **Competition Intended**

It is the City's intent that this RFP permit competition. It shall be the proposer's responsibility to advise the City in writing if any language, requirement, scope, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the City not later than seven (7) days prior to the date set for acceptance of proposals.

### **Tax Exempt**

The City of Stamford is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the bid price.

## **Sample Agreement**

A sample agreement follows and is made a part of these conditions. It is an example only. The actual contract submitted for your firm's signature will vary based upon the particulars of the specific bid package. The sample is for illustrative purposes only and the terms of the final contract may differ substantially.

## **Notification to Bidders (Rev. 9-1-17)**

The contract awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes.

The City of Stamford is an Affirmative Action/Equal Opportunity Employer/purchaser. Small, Minority, Women and Disadvantaged Business Enterprises are encouraged to respond.

The City of Stamford aggressively solicits the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials. "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: (1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans; (2) Hispanic Americans; (3) persons who have origins in the Iberian Peninsula; (4) Women; (5) Asian Pacific Americans and Pacific Islanders; and (6) American Indians. An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The City will consider the following factors when reviewing the Bidder's/Proposer's qualifications:

- (a) success in implementing an affirmative action plan;
- (b) where applicable, success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) a promise to develop and implement a successful affirmative action plan;
- (d) submission of employment statistics contained in the Connecticut Commission on Human Rights and Opportunities ("CCHRO") "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) a promise to set aside a portion of the contract for legitimate minority business enterprises.

### 2. Non-Discrimination

- (a) The contractor agrees and warrants that in the performance of the contract, it 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, sexual orientation, 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. If the contract is for a public works project, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and supplies of materials on such project. The contractor further agrees to take affirmative action to ensure 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, sexual orientation, 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 CCHRO;

(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 vendor with which such contractor has a contract or understanding, a copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(d) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, and with each regulation or relevant order issued by said CCHRO;

(e) the contractor agrees to provide the City with such information requested by the City, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

### 3. Subcontractors

The contractor shall include the provisions of subsection (2) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the City and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CCHRO. The contractor shall take such action with respect to any such subcontract or purchase order as the City may direct as a means of enforcing such provisions.

The contractor agrees to comply with the CCHRO's requirements as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

### GIFTS:

During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.



**AGREEMENT**

**THIS AGREEMENT** dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, is by and between the **CITY OF STAMFORD** (hereinafter the “City”), a municipal corporation organized and existing pursuant to the laws of the State of Connecticut with a principal place of business located at 888 Washington Boulevard, Stamford, Connecticut, and acting herein by Caroline Simmons, its duly authorized Mayor, and \_\_\_\_\_ (hereinafter the “Consultant”), a \_\_\_\_\_ company with a principal place of business located at \_\_\_\_\_, and acting herein by \_\_\_\_\_, its duly authorized \_\_\_\_\_.

**WITNESSETH**

**WHEREAS**, The City solicited Request for Proposals No. \_\_\_\_\_ for \_\_\_\_\_ (hereinafter the “City’s RFP No. \_\_\_\_\_”);

**WHEREAS**, The Consultant submitted a proposal in response to the City’s RFP No. \_\_\_\_\_; and

**WHEREAS**, The City has accepted the Consultant’s proposal pursuant to the terms hereinafter set forth;

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. INCORPORATION OF RECITALS.** The above terms and conditions are contractual in nature and not merely recitals and are hereby incorporated into this Agreement;

**2. CONTRACT DOCUMENTS AND SCOPE OF SERVICES.** The Contract Documents consist of this Agreement and the following Exhibits that, combined, define the duties, functions, obligations, responsibilities, and tasks of the Scope of Services:

Exhibit A – The City’s RFP No. \_\_\_\_\_; and

Exhibit B – The Consultant’s Proposal;

both attached hereto and hereby made a part hereof as if fully set forth herein;

**3. NO EXCLUSIVE RIGHT TO WORK.** Nothing contained herein shall grant the Consultant an exclusive right to perform the Scope of Services. The City may enter into similar agreements with other Consultants at its sole discretion on an as-needed basis;

**4. DAYS/HOURS OF OPERATION.** The Consultant shall, as directed by the City’s \_\_\_\_\_, provide the Scope of Services for \_\_\_\_\_ (\_\_\_\_\_) hours per \_\_\_\_\_ and \_\_\_\_\_ (\_\_\_\_\_) days per \_\_\_\_\_ in the City’s \_\_\_\_\_, during normal \_\_\_\_\_ hours, and shall always be readily available in person or by telephone for \_\_\_\_\_ consultation with the City’s \_\_\_\_\_;

**5. COMPENSATION.** The Consultant shall be compensated for the Scope of Services at the \_\_\_\_\_ rate of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars, payable in \_\_\_\_\_ installments;

**6. TERM.** The Term of this Agreement shall commence when signed below by the City’s Mayor and terminate \_\_\_\_\_ (\_\_\_\_\_) year(s) thereafter. The parties may, by mutual agreement, extend the Term of this Agreement for \_\_\_\_\_ (\_\_\_\_\_), additional years provided that all

other terms of this Agreement remain the same. No such extension shall be for greater than \_\_\_\_\_ (\_\_\_\_\_) year(s) and, under no circumstances, shall the entire Term of this Agreement, including any extension years, exceed \_\_\_\_\_ (\_\_\_\_\_) years;

or

**COMMENCEMENT AND COMPLETION OF WORK.** The Consultant shall commence the Scope of Services upon the execution of this Agreement by both parties and shall complete said services in a timely, efficient and diligent manner (certain time to complete? Any milestone dates?);

**7. CONSULTANT'S REPRESENTATIVE AND KEY PERSONNEL.** The following representative of the Consultant is hereby authorized to act on behalf of the Consultant with respect to the Scope of Services and shall have full authority to accept instructions, make decisions, communicate for and act on behalf of the Consultant at all times.

Consultant Representative: \_\_\_\_\_  
Title: \_\_\_\_\_

In addition to the Consultant's Representative, the following Key Personnel of the Consultant shall be assigned to, participate in and be available to the City for the Scope of Services.

Key Personnel: \_\_\_\_\_  
Title: \_\_\_\_\_  
Title: \_\_\_\_\_

Neither the Consultant's Representative nor the Key Personnel shall be replaced by the Consultant without fifteen (15) days prior written consent of the City;

**8. REPRESENTATIONS.** The Consultant represents that it is qualified in relation to the Scope of Services and further represents that it has the requisite skill, expertise, and knowledge necessary to perform the Scope of Services, including any supplementary services. The Consultant hereby acknowledges that the City has relied upon said representations in entering into this Agreement;

**9. CAPACITY/INDEPENDENT CONTRACTOR.** Consultant is acting as an independent contractor and is not an employee of the City. This Agreement is for services only and does not create a partnership or joint venture between the Consultant and the City. The City shall not be required to pay, or make any contribution to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term of this Agreement. The Consultant is responsible for paying, and complying with reporting requirements for, all state, local, and federal taxes related to payments made to the Consultant under this Agreement;

**10. INDEMNIFICATION.** The Consultant shall indemnify, hold harmless and, at the City's option, defend the City, its officers, agents and employees, from third party claims for loss, cost, damage, liability, and/or injury to or death of a person, including the agents and employees of the Consultant, or loss of or damage to property, resulting directly or indirectly from the Consultant's or the Consultant's officers', agents' or employees' negligent performance pursuant to this Agreement, or by any negligent omission to perform some duty imposed by law or this Agreement upon the Consultant, its officers, agents and employees. The foregoing indemnity shall include

reasonable attorneys' fees and costs of suit, if applicable, shall not be limited by reason of any insurance coverage required pursuant to this Agreement, and shall survive the termination of this Agreement;

**11. INSURANCE.** The Consultant shall procure, at its sole expense, and maintain for the entire Term of this Agreement, including any extensions, insurance coverages as set forth in the City of Stamford Insurance Requirements included in the City's Request for Proposals No. \_\_\_\_\_ attached hereto as Exhibit A;

**12. LIMITATION OF LIABILITY.** The Consultant's sole remedy for City delays shall be an extension of time to complete the Scope of Services and the Consultant hereby waives any claims for consequential damages, including, but not limited to, principal office expense, loss of financing, reputation and/or lost profit;

**13. ASSIGNMENT.** The Consultant shall not assign or transfer any portion of the Scope of Services without the prior written approval of the City;

**14. SUBCONTRACTING/SUBCONSULTING.** Aside from those subconsultants/subcontractors disclosed in the Consultant's Proposal, attached hereto as Exhibit B, the Consultant is prohibited from further subconsulting/subcontracting the Scope of Services or any part of it unless the City first approves such subconsulting/subcontracting in writing and approves, in writing, of the specific subconsultant(s)/subcontractor(s) the Consultant proposes to be used. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void. Should the City approve of a proposed subconsultant, the Consultant agrees to comply with the City's Code of Ordinances § 103.4;

**15. REVIEW OF WORK.** The Consultant shall permit the City, its agents and/or employees to review, at any time, all work performed pursuant to the terms of this Agreement at any stage of the work;

**16. BOOKS AND RECORDS.** The Consultant shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of this Agreement, settlement of claims, or any other matter pertaining to the Consultant's demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for services performed under this Agreement;

**17. CONTRACT EXTRAS.** Pursuant to the City of Stamford Code of Ordinances, Section 23-18.4 C., it is specifically understood and agreed by the Consultant that all contract extras regarding this Agreement shall be governed by the City of Stamford Charter and/or Code of Ordinances. The City shall not be liable for payment of any additional costs, except as otherwise expressly set forth in this Agreement, unless the provisions of the City of Stamford Charter and/or Code of Ordinances are fully complied with. The City of Stamford Charter and Code of Ordinances can be found at [www.municode.com](http://www.municode.com);

**18. COMPLIANCE WITH CITY OF STAMFORD CODE PROVISIONS.** The Consultant hereby agrees to fully comply, to the extent applicable, with the requirements of the City of Stamford Code of Ordinances, Sections 103-1 through 103-10, regarding consultants in general. Failure to so comply shall constitute a material breach of the terms of this Agreement. The provisions of the City of Stamford Code of Ordinances can be found at [www.municode.com](http://www.municode.com);

**19. TERMINATION.**

- A. **TERMINATION FOR CAUSE, SANCTIONS AND PENALTIES.** If, through any cause, the Consultant shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Consultant shall violate any laws or any of the covenants, agreements,

or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, photographs, or other material prepared by the Consultant pursuant to its performance under this Agreement shall, at the option of the City, become the City's property. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed up to the effective date of termination. The Consultant shall not be responsible for any claims resulting from the City's use of the documents on another project or changes made to the documents without the Consultant's express written permission;

The term "cause" includes, without limitation the following:

- 1) If the Consultant furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete;
- 2) If the Consultant fails to perform to the City's satisfaction any material requirement of this Agreement or is in violation of any specific provision thereof or any State or Federal law or requirement; or
- 3) If the City reasonably determines that satisfactory performance of this Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Should the City terminate this Agreement for cause, the Consultant shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of this Agreement by the Consultant and the City may withhold any payment to the Consultant for the purposes of setoff until such time as the exact amount of damages due the City from the Consultant is determined. Further, if applicable, the City shall have the right to:

- 1) Complete the Scope of Services, or any part thereof, either by itself or by other consultants, at the expense of the Consultant;
- 2) Purchase the products or services that are the subject of this Agreement elsewhere and hold the Consultant responsible for any increase in cost;
- 3) Pursue any equitable remedy, including, but not limited to, specific performance or injunction; and/or
- 4) Disqualify the Consultant from bidding on, submitting proposals for, or being awarded any City contract for a period not to exceed two (2) years from the date of such termination;

**B. TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement at any time the City determines that the purposes of the distribution of monies under the Agreement would no longer be served by the services provided. The City shall effect such termination by giving written notice of termination to the Consultant and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of the City, become property of the City. If the Agreement is terminated by the City as provided herein, the Consultant shall be paid an

amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Consultant pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of the Agreement;

## **20. DISPUTE RESOLUTION.**

- A. EXECUTIVE MEETING. The parties shall endeavor to resolve all claims, disputes, or other matters in controversy arising out of or related to this Agreement (“Claims”) through a meeting of the chief executives of each party, or their respective designees (“Executive Meeting”).

A request for an Executive Meeting shall be made by a party in writing and delivered to the other party. The request may be made concurrently with the filing of a non-binding mediation as set forth herein. The Executive Meeting shall be a condition precedent to mediation unless 30 days have passed after the Executive Meeting has been requested with no meeting having been held.

The Executive Meeting shall be held in the place where the Project is located, unless another location is mutually agreed upon.

- B. MEDIATION. Any Claim subject to, but not resolved by, an Executive Meeting shall be subject to mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.

The request may be made concurrently with the filing of arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- C. ARBITRATION. Any Claim subject to, but not resolved by, mediation shall, in the sole discretion of the City, be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for

arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law.

Any judgment will be entered or court action will be brought in a court of competent jurisdiction within the State of Connecticut.

D. **PERFORMANCE DURING DISPUTE.** Unless otherwise directed by the City, the Consultant shall continue performance under this Agreement while matters in dispute are being resolved.

E. **CLAIMS FOR DAMAGES.** Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage;

**21. COMPLIANCE WITH LAWS.** The Consultant shall be responsible for compliance with all applicable federal, state and local laws, rules, regulations, codes, orders, ordinances, charters, statutes, policies and procedures;

**22. CONFIDENTIALITY.** During and after the Term of this Agreement, the Consultant, including, without limitation, its employees, agents, servants and representatives, shall not directly or indirectly disclose or make available to any person, firm, corporation, association or other entity of any reason or purpose whatsoever, or use or cause to be used in any manner adverse to the interest of the City, any financial, administrative or other confidential business information, except as require by law;

**23. SETOFF OF PROPERTY TAXES OWED TO THE CITY OF STAMFORD.** Pursuant to the City of Stamford Code of Ordinances Section 23-18.4.1 and Section 12-146b of the Connecticut General Statutes, as amended, the Consultant hereby acknowledges that the City shall have the right to set-off or withhold any payment, or portion thereof, due to the Consultant pursuant to this Agreement if any taxes levied by the City of Stamford against any property, both real and personal, owned by the Consultant are delinquent and have been so delinquent for a period of not less than one year. Any amount withheld from the Consultant pursuant to this section shall be applied to the Consultant's delinquent taxes, provided, however, that no such amount withheld shall exceed the amount of tax, plus penalty, lien fees and interest, outstanding at the time of withholding;

**24. GIFTS.** During the Term of this Agreement, including any extensions, the Consultant shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Consultant shall include its members, officers, directors, employees, and owners of more than 5% equity in the Consultant;

**25. CODE OF ETHICS.** The Consultant is prohibited from using its status as a consultant to the City to derive any interest(s) or benefit(s) from other individuals or organizations and the Consultant shall comply with the prohibitions set forth in the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances;

**26. MORALS CLAUSE.** Neither the Consultant, the Consultant's Representatives nor the Consultant's key personnel shall commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the community and/or the reputation and goodwill associated with the City. If the Consultant, the Consultant's Representative or the Consultant's key personnel is accused of any act involving moral or ethical issues, dishonestly, theft or misappropriation, under any law, or any act which casts an unfavorable light upon its association with the community and/or the City or the Consultant is accused of performing or committing any act which could adversely impact the Consultant's events, programs, services, or reputation, the City shall have the right to terminate this contract upon fifteen (15) days written notice specifying the reason, within which period the Consultant may cure such offense. The determination of whether and to what extent the offense is cured shall be made by the City at its sole discretion;

**27. NON-APPROPRIATION.** The Consultant acknowledges that the City is a municipal corporation, that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Representatives of funds sufficient for such purposes for each budget year in which the Agreement is in effect;

**28. GOVERNING LAWS.** The parties deem this Agreement to have been made in the City of Stamford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement 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. To the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Fairfield, at Stamford, 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 Consultant hereby waives 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;

**29. INTERPRETATION.** The Consultant agrees that, in the event of any ambiguity between the terms of this Agreement and any of the incorporated Exhibits, the City, in its sole discretion, shall determine the terms and/or document(s) which shall prevail and take precedence, except for those terms relating to the Scope of Services or Compensation, to which such terms this section shall not apply; and

**30. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one Agreement. Any signature on a copy of this Agreement or any document necessary or convenient thereto sent by facsimile, PDF or other electronic format shall be binding upon such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this Agreement.

**31. NON-WAIVER.** The failure of the City to insist upon strict performance of any of the terms, conditions or covenants herein shall not be deemed a waiver of any rights or remedies that the City may have; and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions or covenants herein contained. The City reserves the right to require strict compliance therewith at any time, with or without notice, except as may be otherwise required herein.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.*

*SIGNATURE PAGE FOLLOWS.*

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written. Signed, sealed and delivered in the presence of:

**CITY OF STAMFORD**

\_\_\_\_\_  
Print:  
Witness

By: \_\_\_\_\_  
Caroline Simmons  
Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print:  
Witness

**CONSULTANT**

\_\_\_\_\_  
Print:  
Witness

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print:  
Witness

Approved as to Form:

Approved as to Insurance:

\_\_\_\_\_  
Chris Dellaselva  
Asst. Corp. Counsel

\_\_\_\_\_  
David Villalva  
Risk Manager

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

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



**Contractor's Statement**

Pursuant to Section 103.1 of the Stamford Code of Ordinances, I hereby provide the following:

If a joint venture, trustee, partnership, limited liability company or partnership, the names and addresses of all joint ventures, beneficiaries, partners or members:

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If a corporation, the names and addresses of all officers, and the names and addresses of all parties owning over 10% of its common stock or over 10% of its preferred stocks. If any of said stockholders is a holding corporation, the names and addresses of all persons owning a beneficial interest in over 10% if the common or preferred stock of said holding company.

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The names and positions of all persons listed hereinabove who are elected or appointed officers or employees of the City of Stamford.

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Name of Bidder/Proposer: \_\_\_\_\_

Signature of Bidder/Proposer: \_\_\_\_\_

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

Company Name: \_\_\_\_\_

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

Indicate if company submitting this proposal is: \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ DBE

**Non-Collusion Affidavit**

The undersigned, having been duly sworn, affirms and says that to the best of his/her knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any competitor for the purpose of restricting competition.
  
2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
  
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

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

By: \_\_\_\_\_

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ ss. \_\_\_\_\_

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

Personally appeared \_\_\_\_\_, as \_\_\_\_\_ of the above named firm, and attested that the foregoing statements are true and accurate to the best of his/her knowledge and belief.

\_\_\_\_\_  
Signature of Notary Public  
My Commission Expires: \_\_\_\_\_

EFFECTIVE: 2/24/09

**City of Stamford**  
**State of Connecticut Contractor Verification (in accordance with Public Act 16-67)**

**Compliance Affidavit**

I, the undersigned, personally and on behalf of \_\_\_\_\_, having  
(Contractor)

been duly sworn, affirm and say that I have read, understand and am in compliance with Public Act 16-67 Concerning the Disclosure of Certain Education Personnel Records, Criminal Penalties for Threatening in Educational Settings and the Exclusion of a Minor's Name from Summary Process Complaints, and that neither I nor said Contractor, to the best of my knowledge, is in possession of any information indicating a finding of abuse or neglect or sexual misconduct, or otherwise have knowledge of such a condition(s) for any employees working on the project identified in RFQ/RFP or Bid S-\_\_\_\_\_. Further, if I or said Contractor  
(RFQ/RFP or Bid Number)

become aware of any information indicating such a finding, or otherwise gain knowledge of such a condition, I and/or said Contractor will immediately forward such information to the City of Stamford.

Contractor Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

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

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

Printed Name: \_\_\_\_\_

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ ss. \_\_\_\_\_

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

Personally appeared \_\_\_\_\_, as \_\_\_\_\_  
of the above named Contractor, and attested that the foregoing statements are true and accurate to the best of his/her knowledge and belief on behalf of himself and said Contractor.

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires: \_\_\_\_\_

CERTIFICATE OF CORPORATE RESOLUTION  
RFQ/RFP

I, \_\_\_\_\_, SECRETARY OF \_\_\_\_\_  
A CORPORATION EXISTING UNDER THE LAWS OF THE STATE OF \_\_\_\_\_, DO  
HEREBY CERTIFY THAT THE FOLLOWING IS A TRUE COPY OF CERTAIN RESOLUTIONS  
ADOPTED BY THE BOARD OF DIRECTORS OF SAID COMPANY, AT A MEETING THEREOF  
DULY CALLED AND HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

“RESOLVED, THAT THE \_\_\_\_\_  
OF THE CORPORATION BE AND IS HEREBY AUTHORIZED TO SIGN  
A CONTRACT WITH THE CITY OF STAMFORD, CONNECTICUT FOR  
\_\_\_\_\_, RFP/RFQ No. \_\_\_\_\_”.

I, FURTHER CERTIFY THAT, \_\_\_\_\_ IS THE DULY  
ELECTED \_\_\_\_\_ OF \_\_\_\_\_  
AND THE FOREGOING RESOLUTION HAS NOT BEEN MODIFIED OR REPEALED AND IS  
IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, I HAVE, HEREUNTO, SUBSCRIBED BY NAME AND AFFIXED  
THE SEAL OF SAID CORPORATION THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
SECRETARY

**CERTIFICATION AS TO CONTRACT SIGNATORY**  
*For Limited Liability Companies (LLCs)*  
**(Effective 9/1/2011)**

I, \_\_\_\_\_ a \_\_\_\_\_ of \_\_\_\_\_,  
(name of member or manager) (Member or Manager) (name of LLC)

LLC, a limited liability company organized and existing under the laws of the State of Connecticut (hereinafter the "Company"), hereby certify that:

1. that \_\_\_\_\_ is run by \_\_\_\_\_  
(name of LLC) (Members or Managers)

2. that \_\_\_\_\_ is a \_\_\_\_\_ of \_\_\_\_\_  
(name of contact signatory) (Member/Manager) (name of LLC)

and

3. that as such \_\_\_\_\_ is not prohibited from or  
(name of Member/Manager who is contract signatory)  
limited by the articles of organization from binding the LLC.

**IN WITNESS HEREOF**, the undersigned has affixed his/her signature this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

(LLC Seal)

(Circle this L.S. if there is no seal)

\_\_\_\_\_  
Secretary (name of Secretary)

**PROPOSER'S INFORMATION AND ACKNOWLEDGEMENT FORM**

RFP No: \_\_\_\_\_

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

Proposer's Name: \_\_\_\_\_

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

\_\_\_\_\_  
City State Zip

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

Email: \_\_\_\_\_

Unique Entity ID: \_\_\_\_\_ Tax Id. No.: \_\_\_\_\_

Indicate (Yes/No) if company submitting this proposal is:

\_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ DBE  
(If yes, attach relevant certification)

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

Printed Name: \_\_\_\_\_

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

Addenda Acknowledgement – check and note date of addendum

<input type="checkbox"/> Addenda No. 1	<input type="checkbox"/> Addenda No. 2
<input type="checkbox"/> Addenda No. 3	<input type="checkbox"/> Addenda No. 4
<input type="checkbox"/> Addenda No. 5	<input type="checkbox"/> Addenda No. 6
<input type="checkbox"/> Addenda No. 7	<input type="checkbox"/> Addenda No. 8
<input type="checkbox"/> Addenda No. 9	<input type="checkbox"/> Addenda No. 10
<input type="checkbox"/> Addenda No. 11	<input type="checkbox"/> Addenda No. 12

# Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	Exempt payee code (if any) _____
	<b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	(Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

## General Instructions

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

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

### Purpose of Form

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

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

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

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

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**  
**CONTRACT COMPLIANCE REGULATIONS**  
**NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by [Sections 4a-60](#) and [4a-60a](#) of the Connecticut General Statutes; and, when the awarding agency is the State, [Sections 46a-71\(d\)](#) and [46a-81i\(d\)](#) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at [Section 46a-68j-21 through 43](#) of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by [Sections 4a-60](#) and [46a-71\(d\)](#) of the Connecticut General Statutes.

According to [Section 46a-68j-30\(9\)](#) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in [Section 4a-60](#) of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of [Section 32-9n](#).” “Minority” groups are defined in [Section 32-9n](#) of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by [Section 4a-60g](#) of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of [Section 46a-68j-21\(11\)](#) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with [Sections 46a-68-1 to 46a-68-17](#) of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. [See Section 46a-68j-30\(10\)\(E\)](#) of the Contract Compliance Regulations.

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INSTRUCTIONS AND OTHER INFORMATION

The following [BIDDER CONTRACT COMPLIANCE MONITORING REPORT](#) must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to [Sections 4a-60](#) and [4a-60a](#) CONN. GEN. STAT., and [Sections 46a-68j-23](#) of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

[Section 4a-60g](#) CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision [4a-60g](#) CONN. GEN. STAT.



2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

**OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u> (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

**PART 1 – Bidder Information**

<p>Company Name: Street Address: City &amp; State: Chief Executive:</p>	<p>Bidder Federal Employer Identification Number: Or Social Security Number:</p>
<p>Major Business Activity: (brief description)</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor? Yes No -Bidder is a minority business enterprise? Yes No (If yes, check ownership category) Black Hispanic Asian American American Indian/Alaskan Native Iberian Peninsula Individual(s) with a Physical Disability Female -Bidder is certified as above by State of CT? Yes No</p>
<p>Bidder Parent Company: (If any)</p>	
<p>Other Locations in CT: (If any)</p>	

**PART II - Bidder Nondiscrimination Policies and Procedures**

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes No</p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 &amp; 4a-60a Conn. Gen. Stat.? Yes No</p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes No</p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes No</p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes No</p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes No</p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes No</p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes No N/A</p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes No</p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes No N/A</p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes No</p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes No</p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes No</p>	<p>12. Does your company have a written affirmative action Plan? Yes No If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes No If yes, give name and phone number:</p>

1. Will the work of this contract include subcontractors or suppliers? Yes No

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes No

**PART IV - Bidder Employment Information**

Date:

JOB CATEGORY*	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification  (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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**CITY OF STAMFORD**

**REQUEST FOR PROPOSALS**

**FOR  
PARKING TICKET, PERMIT &  
CIVIL CITATION MANAGEMENT SERVICES**

## **Scope of Services**

### **Section 1 - Background**

As required by the City of Stamford's ordinances, a Request for Proposal (RFP) is required for the provision of parking enforcement ticket and collection services. The management and oversight of these services is by the City of Stamford, Office of Operations, Transportation, Traffic and Parking Bureau.

The City of Stamford desires to obtain parking ticket issuance devices and implement services for the processing and collecting of parking tickets and parking permits that is responsive to the needs of our citizens; is fiscally sound and responsible; and mirrors the best practices in the industry. The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified proposers to establish a contract through competitive sealed proposals for the provision of these services. The City of Stamford invites qualified proposers to respond to this request for proposals by submitting a proposal consistent with the terms and conditions of this document.

The Bureau of Transportation, Traffic and Parking is responsible for managing the ticket issuance operation through management of 10 Parking Enforcement Officers and through cooperative arrangements with other ticketing entities, including the Stamford Cashiering and Permitting and the Stamford Police Department and various other agencies. The Transportation, Traffic and Parking Bureau manages the annual issuance of approximately 100,000 electronic handheld tickets and paper tickets by its partners, the uploading and monitoring of these tickets and transmittal of the issued tickets database to a collections entity managed by the City's Cashiering and Permitting Department.

The Cashiering and Permitting Department is responsible for the management of all collections related activity following the transmittal of the parking ticket data. Payment processing, noticing, the filing of civil judgments, and other collections related activity will be performed by the proposer in accordance with the State of Connecticut statutes and City of Stamford Code of Ordinances governing these actions under the direction of Office of Operations.

Tickets contested will be the responsibility of the proposer. The first line of customer service will be the proposer. All tickets should contain information that directs the violator to contact the proposer for this purpose. However, to increase customer service levels, the City's Cashiering and Permitting Department will also continue to handle any walk-ins as well as telephone requests that may reach their office. The proposer will be responsible to ensure that this arrangement is seamless and that all contested ticket and Court reports are comprehensive and can be generated on demand in real time.

The following is a brief profile of the City's parking ticket enforcement and collection activity:

1. Tickets Issued:
  - a. Two year average – 59,047
  - b. FY 2021 – 56,176
  - c. FY 2022 (Projected) – 64,395
2. Accounts Receivable (Backlog) - \$6,879,155
  - a. Outstanding tickets – 71,377
3. Tickets – From the start of 2021 through December 20, 2022, 100,659 tickets were paid and 118,904 tickets issued. This is a ratio of paid to issued of 85%.

4. Payments - Over two fiscal years, \$5,818,000 million was collected from 118,9024 tickets issued. This is a ratio of paid to issued of 85%, including penalties.

5. Penalties -

a. If the ticket is not paid within 15 days of the violation, the original fine will double, with a maximum penalty of \$250.

b. If the ticket is not paid within 30 days of the original penalty, the original fine will triple, with a maximum fine of \$250.

c. Once a ticket has been penalized, it cannot be disputed.

(The City's Penalties are subject to change by the City's Board of Representatives)

6. Amount of dismissed and reduced tickets is approximately \$35,314 over the last two (2) years. Dismissed and reduced tickets are tickets that were either written in error or the recipient may not have displayed the proper permit or voucher and received a ticket although they did possess the proper credentials.

7. Approximately 75% of tickets issued are for in state residents and 25% are out of state residents.

8. Approximate profile of Accounts Receivable by plate and dollar value in percentage terms.

<u>Age of Tickets</u>	<u>Ticket Value</u>	<u>Number</u>
Less than 1 Year	\$1,597,585	14,137
1 Year to 2 Years	\$1,106,270	8,685
2 Years to 3 Years	\$883,685	6,833
3 Years to 5 Years	\$1,836,178	23,913
More than 5 Years	\$3,390,965	53,474

## **Section 2 – General Comments**

The City of Stamford hereafter referred to as the City, issues approximately 80,000 parking violation tickets annually.

The City will be responsible for issuing parking violations; overseeing methods of payment collections; determining/instituting legal action for the collection of delinquent parking violations in conjunction with the successful proposer, assigning/directing its work force, and administration of the overall parking violation program.

The goal of this RFP is for the proposer to provide the City of Stamford with a full service system that will reduce the level of clerical work and paper handling currently required while increasing customer service levels, financial accountability and increased methods of payment.

The successful proposer, hereafter referred to as the "Proposer", is responsible for ticket processing, noticing, report generation, collection assistance for outstanding parking tickets, and lockbox payment processing. The Respondent will be required to provide all computer hardware, and software, data entry, appropriate data transmission lines, vehicle owner information, notices, postage, reports and report writing capabilities, insurance, training and other items and services specified herein. The proposer will be responsible for the complete seamless conversion of ticket data from the current system.

The proposer will be required to comply with all applicable local, state and federal laws as they pertain to collection of parking ticket fees and penalties. All data developed and supplied as part of this contract will

be the property of the City of Stamford and shall be supplied to the City at no charge. All data shall also be delivered in a format that the City deems acceptable. The successful proposer will be responsible for revenue loss due to system crashes or any other software or hardware failures leading to downtime.

The following is a brief list of services the proposer will be responsible for supplying, maintaining, or completing:

- Automated ticket issuance devices (real time handheld ticket issuance computers with photographic capability)
- Provision, operation, and maintenance of a web based automated ticket management system accessible via any computer, laptop or tablet with an internet connection. The proposer shall maintain redundant server systems to reduce the potential for an off-line communication failure between the proposer and the City of Stamford
  - Conversion of existing data (a minimum of 7 years back) to the new ticket management system
  - Data entry of ticket (manual) and disposition data
  - Information retrieval from the Department of Motor Vehicles (DMV), local and nationwide
  - Automated fine escalation and late fee assessment
  - The generation and mailing of Late Notices for unpaid tickets
  - Placement and release of DMV registration suspensions/holds (when applicable)
  - On-line inquiry and update
  - Provision of a Customer Service Call Center
  - Receipt and posting of mail payments
  - Creation of user accounts for recipients of the citations
  - On-line cashiering
  - Internet payment capability
  - Interactive Voice Response (IVR) System (optional)
  - Ticket book inventory and control
  - Court/Review Adjudication management and reporting
  - Management and statistical reporting for the issuing agencies and the Court
  - Automated Boot/Tow functionality and integration with the City's self-release booting contractor.
  - Ad Hoc query and reporting
  - Complete ticket processing and collections activity audit trail
  - Follow up collection on delinquent parking tickets
- Interfaces to other sub-systems as required by the City during the course of the contract, such as the ERP system. Proposers must list all other software their respective system can be and/or has been integrated with in past applications with other government agencies.
  - Digital Imaging
  - On-line appeals – primary and escalation

The successful proposer must meet the following requirements:

1. Provide a turnkey Web-based system capable of processing and collecting City regulated fines, fees and taxes for in-state and out-of-state vehicle owners with parking violations.
2. Maintain current and historical vehicle information that expedites the towing/booting or notification to officers of vehicles having received three (3) or more unpaid parking citations or have \$250 in outstanding delinquent parking fines. Immediate and continued integration with the City's booting contractor is imperative. Values and parameters are subject to change.



3. Provide on-line query and ad-hoc reporting access. The online query or ad-hoc reporting tool must directly access data in the master database to provide accurate real time information.
4. Provide a variety of managerial reports. These will include the type and status of tickets, revenue collection data, exact number of unpaid tickets, etc. All reports must be exportable into a usable excel format
5. Proposer must provide twelve (12) handheld issuance devices, twelve (12) lightweight thermal printers. Proposer must also provide software, host PC, cables, chargers, batteries, ticket paper and envelopes etc. to operate the handhelds. There must be included a purchase plan for future purchases and upgrades.
6. The handheld host system must be capable of transferring all data and multimedia attachments, including digital voice recordings, video and photographs (in both day and night, a minimum of four (4) per ticket), captured by the handhelds. Proposers should also address the ongoing maintenance and replacement cost of the handheld devices. A detailed description of the equipment proposed and the associated benefit of the equipment proposed is required.
7. The proposer shall implement and provide, free of charge, all necessary training and instruction on the proposer's system. Proposals should provide a description of the training sessions available during the pre-implementation, implementation, and ongoing support phases of the project. Proposer shall at a minimum supply an administrator on site for the first week of operation to provide onsite training and troubleshooting capabilities. Administrator shall be available for training of all officers on all shifts (7am – 12am). Additional training for City staff shall be made available online if needed.
8. The ability to process credit card payments for parking ticket fees and fines. Ability to process IVR (integrated voice response) payments over the phone. The ability to process payments over the Internet. Proposers must meet all current PCI DSS multifaceted security standards that include requirements for security management, policies, procedures, network architecture, software design and other critical protective measures. Proposers are also responsible to update any standards immediately as they change or are updated.
9. The ability to access real-time ticket information on-line and to pay the ticket on-line. Users shall be able to create an online account that saves information based on license plate(s) with notification ability on all citation activity.
10. Services shall provide for the timely collection of fines from parking violators whether they are currently located in-state or out-of-state.
11. The proposer shall identify and report necessary or beneficial policy and procedure changes. The City will have final decision on all changes made.
12. The proposer shall develop an implementation plan and submit it for City approval within 30 days of notification of award and be prepared to start contract within ninety (90) days from written notice to proceed.
13. All information pertaining to the issuance, processing and/or collection of parking tickets will be the sole property of the City of Stamford. The Proposer shall provide the City with a monthly reporting of parking ticket information sufficient to provide an electronic audit of all processes pertaining to parking ticket collection operations.

14. Itemize the cost of the proposed services. Include projected costs for the initial contract years and renewable contract years. Proposers must quote the cost of their services based on price per ticket. The proposer must describe their plans to ensure the use of cost efficient methods for providing proposed service to the City. Secondary collections pricing shall be supplied separately and on a contingency basis.
15. The proposer must provide the City with an initial two (2) year contract price with three (3) additional one-year renewable terms.
16. The proposer must have the capability to integrate existing systems data with the system proposed.
17. Included with each proposer's submission shall supply a business plan and associated cost to attempt to recover the City of Stamford scofflaw backlog.
18. The proposer must be used with the Pay-by-Cell sub-contractor, currently Parkmobile.

***The City of Stamford will provide the following for this contract:***

1. The City's contract administrator during the performance of the program will be Mr. Frank W. Petise representing the Transportation, Traffic and Parking Bureau or their appointed representative/s. Any questions or problems must be addressed to this individual during City working hours, 9:00 a.m. to 5:00p.m., Monday through Friday, except holidays observed by the City of Stamford.
2. The City will provide broadband Internet connectivity to City of Stamford owned PC's for access to the proposer's system.

All parking violation information supplied to the proposer by the City through any means, the history of any such violation recorded or processed by the proposer, the names and addresses of such vehicle owners (regardless of source), and any and all information regarding the City's parking violations records shall remain the exclusive property of the City. Upon termination of this contract by either party for any reason, all files and information shall be returned to the City in such format as the City may specify at no cost to the City. Proposer's failure to comply shall result in the City taking any and all legal action to recover such information at the proposer's expense.

The proposer agrees to hold the City harmless in any action arising from the use or misuse of any information supplied by the parties under this agreement.

**Section 3 – Specific Requirements**

For its processing services, the proposer shall utilize a fully tested, functioning Parking Ticket Management System (System). The System shall comprise of all hardware, software, database management, communication networks, reports, forms, notices, hand-held ticket issuance system, and support services. In addition, the System shall be compatible with the City's network infrastructure.

The proposer shall provide support services to include: data entry, error correction, and document storage, mail payment processing, registered owner acquisition, noticing, report generation and distribution, audit and control processes, quality assurance, telephone and correspondence processing, and operational management of those functions. All services shall be conducted within a reason window of time.

The proposer shall also provide sufficient staff with the required expertise to support System applications and its ongoing operation, maintenance and enhancement. In addition, the proposer shall maintain strict control of the privacy, integrity and safety of all data stored or processed under the terms of the contract.

## GENERAL

The System shall be web-based and accessible from all City desktop PCs, mobile and tablet devices and at any workstation in use by a user given privileges by the City. The system shall be compatible with all major internet browsers, including but not limited to Internet Explorer, Chrome, Firefox and Safari.

Proposer shall provide a system that is capable of uploading all parking ticket information from the proposed handhelds, including digital voice and video recordings and photographs.

Proposer shall provide data entry services to input, capture and process all manual (handwritten) tickets in a timely manner.

The Proposer will process tickets by mutually agreed upon means for all electronic and handwritten tickets on a daily basis (within one (1) working day of receipt of transmission from City of Stamford). Violations, deletions, holds, and dispositions shall be processed within one (1) working day as well; dispositions must provide rejection capability to avoid duplication of ticket numbers. Proposer shall image all manual tickets and make them available as part of the ticket processing system and individual ticket records.

Perform routine updates of tables and lists, file reorganizations, software upgrades, and equipment maintenance. The selected proposer must provide the most current upgrades at no cost to the city of Stamford, which will be included in the maintenance agreement.

The System shall be capable of maintaining an accounting of all tickets by issuing officer, including missing and voided tickets, based on procedures established by the proposer and provided to the City. The System shall enable the City's authorized Parking staff to perform an on-line inquiry of active and voided tickets.

The System shall facilitate gathering information to report on the performance of ticket writers and the Traffic Violations Officers (TVOs) including reports that indicate gaps in issuance of tickets and issuance mapping on a per officer basis. Information shall be captured and recorded by the System from the time of ticket issuance through the time of final ticket disposition.

- In an effort to leverage the most current technologies, the City of Stamford will give preference to hosted software systems that are accessible through a web browser with no client software installation requirements.
- The proposed system must be able to run without requiring administrative permissions on the local PC
- Service Level Agreements will be required for access and application up time based on industry best practices and standards.
- No aspect of the core software system may be dependent on a third party such that the City's access to the system or the security of the data will be compromised or otherwise put at risk.
- All data and services must be provided by facilities located within the United States. No offshore data storage or services are acceptable.
- All data provided to or created by the system will be the property of the (City) in that it may be requested of the vendor in the form of an extract or download in a format that is usable by the (City)

- Any subcontracting or partnership agreements that directly relate to the proposed system must be clearly stated in the proposal. The City reserves the right to refuse subcontracting.
- The proposal must clearly state any ancillary costs associated with the system such as hosting fees, supporting technologies such as database platforms or similar services required for the full functionality of the system.
- In the case of a system that is hosted by the vendor, the vendor must provide documentation of industry standard data center maintenance, backup and disaster recovery methodologies consistent with a Tier 3 data center as outlined by the Uptime Institute's Data Center Topology
- The proposed solution should assume data migration from the existing environment will be required. The extent of historical data to be migrated will be agreed to upon as part of the project deliverables

## HANDHELD TICKET ISSUANCE COMPUTERS

Proposer is required to provide twelve (12) handheld ticket issuance computers and printers, the latest version of the proposer's issuance management software, all cables, chargers, batteries to the City of Stamford. The handheld computers must meet the following minimum requirements:

- A lightweight mobile handheld device. Total weight taken into account shall include computer, printer, battery pack and 75 tickets
- Memory capacity of 1,000 tickets before unloading
- Battery capacity to operate uninterrupted through an eight hour shift per charge and full recharge in 4-8 hours, easy use for multiple shifts
- Full 55 key alpha-numeric keyboard with no need to shift between alpha and numeric with a function key (26 alpha, 14 numeric/punctuation, 5 function and 10 cursor/edit control) or 60 keys (26 alpha, 16 numeric/punctuation, 6 function 12 cursor/edit control)
- "Hotlist" storage for 75,000 – 1,000,000+ plates
- Storage of complete make, model, or body type lists
- 1,000+ violations and a complete states list
- 1,000+ remarks of 32 characters in length
- 1,000+ streets or locations of 24 characters each
- Ticket issuance every 25 to 30 seconds
- Complete password protection system for the PC Host System
- Durable and weather proof for use in rain and snow conditions.
- Concurrent printing and top of form sensor mark
- Second power down mode to conserve energy
- GPS equipped for beat monitoring and ticket reporting
- Full instigation with Parkmobile APP and other pay by cell providers
- Ability to take and attach pictures with the citations

### **Standard Modules must include:**

- Parking module
- Ticket Issuance & Look Up feature
- Search Only Mode (Plates & VIN) feature
- Warning Issuance feature
- Up to 3 late fees feature
- Special Enforcement/Scofflaw Hot List feature (plate and VIN)

- IVR Code feature
- Check Digit on the Ticket # (MOD 7 Service Center Standard)
- Time Limit Marking function (Mark Mode)
- Barcode Printing function (128c - Prefix & Ticket Number)
- Permit /License Cross Reference function
- Search Only Mode (permit) feature
- Meter/Location Matrix
- Broken Meter Reporting function
- Damaged Sign reporting function
- Officer Activity Logging function
- Visitor Information function
- OCR Scanline (Prefix/Ticket# and Fine)
- Warnings Tracking
- Manual Ticket Entry per form
- License Plate Inventory
- License Plate Recognition compatibility

## **PAYMENT PROCESSING**

Proposer shall provide to the City a mechanism for payment processing that include:

1. Proposer shall provide equipment for no fewer than six (6) cashiering stations at the City's office. This shall include at minimum and not limited to a PC, monitor, barcode scanner and three (3) printers with color cartridges.
2. Collection of parking ticket remittances received via mail at City of Stamford Post Office box(s) daily, except Sunday's and holidays when the U.S. Postal Service is closed. A Stamford address would be preferred but is not required.
3. Daily sort and batch all City of Stamford's incoming mail by postmark date and post daily all mail from designated Post Office box(s) and other receiving sites.
4. Enter and process payments received within one (1) business day, including opening all mail received, verifying payment amounts, updating database/computer records, and making daily bank deposits.
5. Report to City of Stamford of bank deposits with ticket payment detail on daily basis.
6. Proposer must track, report and log rebilling on partial payments, checks returned for insufficient funds, vehicle change of ownership, and leased vehicle information.
7. Proposers shall propose a process for the collection of tickets from lessees or vehicle renters, which are returned to collecting agency by registered owner claiming lessee/rental as a defense against violation within a timeframe to be negotiated with the City of Stamford.
8. Proposer shall propose a follow-up process for the collection of those delinquent violations issued to out-of-state and in-state licensed vehicles, which do not pay the fines and are designated as delinquent subject to negotiation with the City of Stamford.

9. Proposer shall propose a Collection Process as DMV purges holds from their files or as holds are rejected because of transfers or make mismatches.
10. The System shall accept ticket dispositions and payments on-line and this information should be posted in real time. The Proposer shall provide equipment and staff to process mail-in payments, as well as receive, research and answer telephone and written inquiries from the public. The System shall provide various access and approval levels necessary to protect information.
11. The System shall also have the capability of updating a payment or disposition before posting the original ticket.
12. Include no name and mail hold status reports on a monthly or as needed basis along with course(s) of action to obtain the required information for proper billing and collections
13. The Proposer shall make available to users of the system to create an account based off of person or plate that will store information such as plate, address and contact information.

#### *DATABASE and DATA ACCESS/RETRIEVAL*

Proposer shall provide the City of Stamford with on-line, real-time access to proposer's database on a 24/7 basis 365 days per year. Any required system maintenance shall be performed after 12:00 PM and before 7:00 AM.

The System shall process all manually and electronically produced tickets. Electronic ticket data shall be available on-line within 24 hours of date of issuance. Manual ticket data shall be available on-line within 24 hours of receipt by Proposer.

The City of Stamford shall have connections through the internet for access at any location. The system shall be web based and use restriction shall be monitored through account privileges.

The on-line inquiry system must provide the City of Stamford with real-time access through Ticket Number, Vehicle License Number, and/or Registered Owner Name or Address to all ticket information including registered owner name, address, license number, ticket number, make and model, payment information and history, and any administrative adjudication correspondence history. The system shall be capable of saving all information into a user account.

The proposer will be required to install and maintain a Development Instance of the database. This instance will run in parallel to the production environment. The development environment will be a 'snapshot' of the production environment and mirror the features and functionality of the production environment. The City will have access to the development environment. The Development environment will be utilized by the City and proposer personnel for testing, validation of new features, functionality and training of new personnel.

Proposer shall provide an Integrated Voice Response (IVR) System and an Internet Payment (IPAY) service capability for ticket inquiry and credit card payment processing.

As the City is currently evaluating exactly how many seat licenses will be required for this system, each proposer shall list the cost of each seat license on a per unit basis and identify and reduction in pricing based on volume. The City will also need an unlimited number of user accounts for access to the system.

## **LOCKBOX CASH MANAGEMENT**

A City of Stamford post office box must be established at the Stamford Post Office for the receipt of payments by mail. These payments will be processed by proposer lockbox cash management staff and then deposited into a Trust Account established with the Proposer's Bank in the name of the Proposer and the City of Stamford. All activity within the Trust Account will be restricted to transactions for the City of Stamford. The Proposer will act as the owner of the Trust Account and have signatory control over the Trust Account. This Trust Account will be regulated by the State of Connecticut and the any other State or Federal agencies that govern financial institutions. A full accounting will be made to the City of Stamford at the end of each month. Records of deposits, management reports and statistical summaries of activity for the period, together with supporting detail, will be delivered according to the specific requirements of the City of Stamford.

The Proposer should provide a detailed description of how the items received in the lockbox will be processed from the point at which the mail is sorted and opened to when the payments are then sent to the data entry for key-entry and batch assignment.

The bank account will be a Trust Account in the names of the proposer and the City of Stamford. The Proposer will be responsible for the reconciliation of the Trust Account prior to disbursement of funds to the City. The revenue will be transferred to the City by the 15<sup>th</sup> day of the following month. Proposer will issue a check to the City from the Trust Account.

Compensating balances normally offsets bank-processing charges. If the balances are not sufficient to offset the charges, those charges will be deducted from the amount due the City. In addition, return deposit items, citizen refunds, deposit adjustments and other bank adjustments will be deducted from or added to, the amount due to the City.

Proposer will prepare and send letters to the issuers of NSF checks to inform such issuers of the returned check and to provide notification that a \$50.00 NSF penalty charge has been added to the total ticket, payment is due and that payments must be made by cash, cashier's check or money order. In these cases, the City will receive the original penalty amount and proposer will be entitled to the NSF fee collected. A full accounting reconciliation for this NSF account will be prepared by proposer each month and submitted to the City of Stamford. Proposer will be liable and responsible for collection shortages, which may occur during the collection and processing.

## **PENALTY PROCESSING**

Proposer will provide a system for Penalty/Late Fee processing that will include updating ticket information with penalty/late fee amounts owed. Penalties and or late fees are to be added to ticket information within one (1) working day of the ticket becoming delinquent.

## **DEPARTMENT OF MOTOR VEHICLES (DMV)**

Proposer must interface with local DMV to obtain registered owner information. At least two (2) documented attempts must be made to obtain this information. When the ticket becomes delinquent pursuant to City of Stamford ordinance, the registered owner name shall be on file and available for the automatic generation of a Delinquent Notice.

Proposer must have ability to retrieve data on-line from the State DMV and access registered owner information, validate DMV makes upon return of DMV information to ensure proper make of vehicle issued ticket and DMV payment information.

Proposer must have the ability to retrieve registered owner information from all 50 US States, the District of Columbia, and Canadian Provinces (where legal). It is recommended that the proposer maintain a license with the National Law Enforcement Telecommunications System (NLETS) to overcome any obstacle in retrieving owner information. Proposers must clearly indicate if they maintain this license.

A DMV Hold Notice (where applicable) shall be transmitted to the DMV on all vehicle registered owners who have not complied with the Notice of Intent. An edit check shall be made to correct any discrepancies. A DMV hold will be placed on the registration for those vehicles for which no response to the notice was made within five (5) days of the time allowed by law.

A Release of DMV Hold (where applicable) shall be transmitted to DMV if payment of a ticket previously submitted to DMV for Hold is received by the Proposer.

### **DELINQUENT and LATE NOTICE GENERATION and MAILING**

The Proposer must provide ticket collection services to the City, as well as generate and mail all notices. Notices must be generated within a period specified by the City of Stamford. The Proposer shall follow best practices procedures and any and all State Statutes and regulations.

For all notices, all outstanding parking tickets for the specific plate and person(s) must be included. All unpaid motor vehicles taxes for each respective vehicle may be added at a later date; currently Stamford does not practice this.

Proposer will be responsible to program all required fine and penalty escalation logic in accordance with Stamford specifications. All notice language will be programmed in accordance with Stamford specifications for the various types of notices.

The following data will be included on the Stamford notices:

- a. Registered owner name and address
- b. Vehicle license number
- c. Vehicle make
- d. Parking violation issue date, number, and time
- e. Location where parking violation was issued
- f. Issuing agency
- g. Violation and description
- h. Information on how and where to make payment
- i. Total amount of payment for listed tickets
- j. Consequences of non-payment (tow/boot, penalties and DMV hold)
- k. Contact information including toll free telephone number and website address
- l. Motor vehicles taxes due for the plate holder on all vehicles (not currently)
- m. Other (capability to add additional data at a later date)

In conjunction with the generation of Notices, a Notice Register will be generated listing, by state/plate, all tickets for which a notice is prepared. Information contained on the notice register will reflect the information contained on the notice.



Each plate holder's file must contain documentation of all noticing, whether via mail or phone. Written notices are to be mailed first class and include a return envelope, which is pre-addressed to the City of Stamford's designated remittance processing address. The System shall have the ability to prepare multiple notices of delinquency of individual tickets, composite notices by license number, and notice of partially paid tickets. The system shall maintain a record of all notices mailed and their mail dates. The System shall enable the user to access on-line all notices by ticket number, license number, date mailed, and the status of violations as they proceed through the noticing and collections cycles. Listings shall accompany the production of notices for quality assurance purposes. Notices shall be produced and sequenced for lowest mailing costs. Postage for the notices will be paid by the proposer and forwarded to the City for reimbursement.

The proposer shall be responsible for issuing notifications. The proposer shall research the mail addresses on all return mail, and re-mail a notice to the correct address within five (5) working days of receiving the returned mail. The proposer shall provide for the forms and postage for these delinquent notices. The City will reimburse proposer for postage.

## **CUSTOMER SERVICE**

A toll-free telephone number shall be provided for the public to make inquiries. Such inquiries shall be responded to within 24 hours of the query.

Proposer's Customer service representatives shall be available during normal business hours of 8:30 AM until 5:00 PM to provide instructions and information on general parking policies and procedures, to handle complaints, and explain the administrative adjudication process of the City of Stamford.

The public shall have encrypted or secure Internet on-line inquiry access (IPAY) by ticket number as well as through an automated telephone system (IVR).

The proposer shall provide to the public the means, via an IVR System and an IPAY service at no cost to the City of Stamford. IVR and IPAY must be available 24 hours per day, 7 days per week. Features must include:

1. The ability to pay for parking tickets with credit card, debit card, PayPal or by check.
2. The ability to review the status of a parking ticket. This shall include, but not limited to:
  - a. Open (Unpaid and never suspended)
  - b. P a i d
  - c. Partially Paid
  - d. Dismissed
  - e. Upheld, pending payment
  - f. Contested
  - g. P e n d i n g Hearing
3. A customized recorded voice response system in English and Spanish shall be available to provide information about how to pay and contest tickets, registration violation information, and City of Stamford address information.
4. The automated telephone system must provide detailed real-time ticket information by ticket number. Information provided the public shall include: Ticket date, amount owed, and vehicle license number.

5. Ability for citizens to complete a form online that allows them to request additional detailed ticket information, including copies of manual citations, notices, or other correspondence.
6. Ability for citizens to contest tickets on-line by completing a form online to provide the necessary violation information, stating their grounds for dismissal, and electronically attaching supporting evidence such as photographs, documents, and other materials. This information is then batched and queued for adjudicator review. These online submissions will be integrated into the processing services workflow, including all levels of authorization for adjudication, and batched and queued for adjudicator review. The system will prompt appropriate users with work lists. The website will have the ability to generate an automated email confirmation that the request was received. Additionally, the system will be capable of producing automated emails that informs the citizen of the outcome of the review.
7. In an attempt to reduce the volume of frivolous hearings, the images captured by the parking enforcement officers using the camera enabled-handhelds will be presented to the public through the web page when a hearing for an individual ticket is requested on-line. Images will be retrieved and displayed when the violation number and license plate are entered (personal information is not disclosed for privacy reasons). The webpage showing the images will include a link to the pay-by- web page to encourage and facilitate prompt payment of the fine.

Refunds: the proposer shall provide online, real-time information/data to the City of Stamford in order to validate refund balances specific to a request for refund on a registered owner or a specific ticket.

Proposer will void original tickets when requested by the City of Stamford. The City of Stamford shall not pay for tickets received and/or paid for at City offices.

### **TICKET REVIEW/COURT SCHEDULING and NON-COURT REVIEW PROCESS**

Proposer shall provide for the scheduling, tracking and support services for the Court review and/or hearing process. Proposer will maintain a database of all review and/or hearing requests received showing current status of each request, integrated with parking ticket issuance and processing system(s).

Review and/or hearing requests must be entered into the system(s) and suspended within two (2) business days from date of receipt.

Proposer shall forward all inquiries regarding tickets in the reviews and/or hearings process to the City of Stamford for determination.

Proposer will schedule all Court review and/or hearings upon request and forward schedule to the City of Stamford. The City of Stamford will provide the actual review and/or hearing officer for the reviews and/or hearings. The City will directly enter the results of the court/review process into the Ticket Management Processing System.

### **Parking Permit Issuance and Management**

The City's Residential Parking Permit (RPP) program, the City's beach passes and garage permits provide important services to our citizens and enhances the overall quality of the City of Stamford's parking program. To support these programs the proposer's ticket processing system must include a parking permit management module that is integrated violation database. Key features of this module will include:

1. Housing an inventory of RPP districts and the regulated streets within these districts.

2. Full integration with the ticket processing module, enabling the resolution of parking citations issued incorrectly to permit holders, or the withholding of permit sales due to outstanding parking tickets or motor vehicle taxes
3. Financial controls for the tracking and reconciliation of fees collected, and inclusion of fees in a collection report.
4. Ability to perform all maintenance, updates and payments online
5. Ability to inquire online using a variety of search parameters
6. Ability to generate notices for use in renewal or informational mailings
7. Integration with the ticket processing system cashiering module, allowing outstanding balances for parking tickets and new permit sales to take place in one transaction
8. Configurable to match existing permit data entry flow, for easy transition
9. Allows for the interface with other systems
10. Ability to intergrade with various LPR systems, including Genetec.
11. Ability to utilize assign/allocate multiple permits to a single address
12. Ability to assign multiple vehicles to a single permit tag (carpools, multi-vehicle families)
13. Allows permit types to be defined with flat-rate, prorated or tiered fee schedules.
14. Integration of vehicle owner information into ticket issuance database
15. The resident permit application must be capable of generating various mailings that can be merged with the name and address file of the system.
16. Capable of providing Residential Visitor passes, as well as temporary Residential Permits
17. The resident permit application must provide the ability for applicants to register on-line, with the controls to ensure any delinquencies of tickets and/or taxes are paid first.
18. Management reports must be provided relating to the functions of this program as designated by the City of Stamford.

In addition, this fully automated parking permit system must have the ability to print address labels for all correspondence by permit number range. The system will have the ability to inquire on permit data by street address, name, and permit number. The inquiry function must be able to accept a partial search. Permit data must be able to be updated real-time. Permit system must accept new permits and provide a function that interfaces with the ticket system to inquire for delinquent tickets. The permit system must have the flexibility to allow the user to issue or not issue (based on supporting documentation) new permit.

## *TOWING*

The successful proposer must provide the capability of providing networking services for the City's authorized agent/s regarding towing and booting. Paylock is currently the authorized booting agent of the City of Stamford.

The System shall enable the City's parking staff to perform the following on-line inquiries, updates, and processes:

- On-line inquiry of habitual violator status within the ticket database;
- Lists of violators eligible for towing;
- Ability to track authorization of tow by individual
- Upload of scofflaw lists to handheld ticket issuance computers
- Inquiry by:
  - License plate number
  - Vehicle owner's name
  - Vehicle Identification Number (VIN)
  - Ticket number
  - City of residence

This module must include the ability to integrate and update, on a daily basis, motor vehicle taxes due along with outstanding parking tickets. Data sent must be compatible with the City's LPR system.

In an effort to provide increased levels of customer service to those individuals who have been towed, the City requires the capability of accepting payment for all fees due (tickets, boot/tow fee, and/or taxes) at the point of vehicle impoundment. This requires a real time online cashiering terminal with the same online capabilities as those found within City offices. All information required for the release of a towed vehicle should be available at this terminal. This terminal should have the ability to accept cash, credit and debit cards.

This terminal, placed at the authorized agent location(s), should maintain the same level of reporting capabilities as those placed at City of Stamford offices and shall be password level protected to allow access to specific modules as determined by the City of Stamford.

## **BOOTING**

The City currently uses Paylock as their self-release booting subcontractor. The proposer's system shall enable the City's parking staff to perform the following on-line inquiries, updates, and processes:

- On-line inquiry of habitual violator status within the ticket database;
- Lists of violators eligible for booting;
- Upload of scofflaw lists to handheld ticket issuance computers
- Inquiry by:
  - License plate number
  - Vehicle owner's name
  - Vehicle Identification Number (VIN)
  - Ticket number
  - City of residence
  - Make and Model

Both the Tow and Boot system modules will enable the City of Stamford, its towing and booting contractors to track the status of vehicles from the point of apprehension to the point of release or disposal. All data must be compatible with the City's LPR system. The requisite notices will be generated at designated milestones within the City's custody of the vehicle.

## **ON-LINE CASHIERING**

The proposer shall provide the ability to install on-line cashiering equipment at the City's Accounts Receivable Department for accepting over-the-counter payments for tickets and residential permits, providing receipts, updating the ticket status, and controlling and balancing cash receipts. The equipment shall operate in a real time on-line mode and shall enable user access to the ticket number, permit number, license plate number, and vehicle owner name. The equipment shall apply all payments and adjustments directly to the database on a real-time basis.

The equipment shall be equipped in such a manner as to provide continuous cashiering operations in case of computer or communication outages.

The cashier equipment shall enable the user to perform the following transactions:

- Payment of an individual ticket, beach permit, garage/lot permit or residential parking permit.
- Payment of selected tickets issued to a given license plate.
- Payment of all tickets issued to a given license plate number with a single entry.
- Payment of all boot, impoundment and storage fees.
- Printing of a receipt, which displays all tickets or permits paid and total amount paid.
- Display of fund totals collected by cashier in the following categories: cash, check, money order, and credit card.
- Adjustments of amounts paid.
- Listing of all payment and adjustment entered.

Audit Control Facilities – The cashiering equipment shall possess the following audit control features:

- Balancing a computer-produced cashiering report to the log printed on the cashiering terminal.
- Password sign-on, by operator.
- Daily balancing of separate reports by individual operators.
- Segregation of cash, check, and money order, receipts in balancing totals.
- Operator ID retained in every transaction.

## **COLLECTION FOLLOW UP**

Proposer must provide ticket collection services to the City. Proposer will be responsible to program all required fine and penalty escalation logic in accordance with Stamford Municipal Code of Ordinances. All notice language will be programmed in accordance with Stamford specifications for the various types of notices.

The following data will be included on the Stamford notices:

- a. Notice number
- b. Mail date
- c. Ticket issue date and time
- d. Ticket number
- e. Location of violation
- f. Violation code

- g. Fine amount
- h. Penalty amount
- i. Total due for all listed tickets
- j. All tickets and motor vehicles taxes due for the plate holder on all vehicles k. Other (capability to add additional data line at a later date)

In conjunction with the generation of Notices, a Notice Register will be generated listing, by state/plate, all tickets for which a notice is prepared. Information contained on the notice register will reflect the information contained on the notice.

Each plate holder’s file must contain documentation of all noticing.

*SYSTEM IMPLEMENTATION, TRAINING & MAINTENANCE*

The Proposer shall:

1. Conduct site surveys and prepare sites as necessary for installation and operation of the System.
2. Oversee installation of required communication lines.
3. Install all hardware and software at the City sites mutually agreed upon, in conjunction with City Information Technology staff, and initialize the System.
4. Perform unit and interface tests on the installed hardware and communication lines.
5. Develop a test system designed to aid in the training of various personnel throughout the implementation and operations phase of the project. This system shall be separate from, but parallel to, the operational version of the System to facilitate hands-on training without the possibility of inadvertently affecting live data on the actual production database.
6. Develop user manuals containing procedures relating to the ongoing operation of the System.
7. Train specified City personnel in the use of the System. Conduct ongoing training of City staff in the operation and maintenance of the System.
8. Create and validate databases.
9. Affect a transfer of data from the current Vender’s system. The proposer shall provide a complete schedule and report, based on its experience and expertise, of how to convert the entire system, including all historical data and electrical requirements of the site.
10. Start up and monitor the entire System, taking immediate corrective action on areas that are not operating in accordance with the requirements contained herein.
11. Provide system management reports to the City on a regular basis to aid in monitoring system performance.
12. Respond immediately to reports from the City of system failure and take corrective action. Proposer will be responsible for all revenue lost due to untimely response to System failures.

## **Monthly/Other Management Meetings**

1. The Respondent must be available to have quarterly meetings
2. The Respondent must provide the technical services and when required to come to the City to rectify and issues in which any system/module is not working and in which the City/vendor is unable to transact business

## **REPORTS**

Proposer shall provide a full complement management reports for the City of Stamford. Time range on these reports shall be available for any desired range of the City's choosing. The City shall have full accessibility to all data at all times. The Proposer shall provide in its proposal examples/samples of all standard reports in its database, including electronic online reports, as well as the following:

1. Report of revenue collected for a selected time period, report of tickets issued with violation code and fine, plus penalty amounts added to delinquent tickets during the reporting period
2. Status reports on all parking violations processed
3. Payment report identifying collection results by month in which parking violations issued, to also include delinquent notices and DMV holds
4. Habitual Violators Report listing registered violations include the latest DMV registered owner name and address
5. Status report of open and closed parking violations
6. Aged Accounts Receivable Report
7. Citation issuance reports, including gap analysis, first and last issuance, officer productivity and issuance mapping

## **Reporting Requirements**

The City must have the ability to run and print all standard management reports in real-time at the any computer, laptop or tablet accessible by any person(s) with proper account privileges.

The system shall have the ability to have the running any report chosen by the City automated and sent to a specific email account or printed at a City location.

## ***Ticket Issuance Control***

Reports must include, but not be limited to, the following:

- Missing Ticket Analysis Report: Identifies missing tickets within active ticket books by the name of the officer to whom the book was issued.
- Ticket Issuance by Officer: Displays the number of tickets issued by each officer by type of violation. Type of violation is identified by the violation code.

- Ticket Disposition by Officer: Displays by issuing officer, the tickets issued, paid, dismissed, unmatched at DMV, and voided.
- Issuance Performance by Officer: Provides a summary of ticket writing errors by officer.
- Violation Analysis by Issuing Agency: Displays the tickets issued by each issuing agency by the number and percentage of total tickets issued for each violation.
- Ticket Issuance by Location: Displays the number of tickets issued for each agency by violation broken down by location.
- Ticket Disposition by Location: Summarized issuance by area with disposition results.
- Citation Location Issuance: Mapping of officer's location throughout the day, including ticket issuance locations.

### ***Towing***

Reports must include, but not be limited to, the following:

- Tow Activity Report. Issued monthly. Sorted by company, reflects how many vehicles were towed, the date towed, where the vehicles were towed, the number of tickets outstanding against individual vehicles, the value of the tickets, and the date the ticket was paid.

### ***Monthly Summary Management Report***

Information required on these reports includes, but not be limited to, the following:

- Monthly and year-to-date fine collections;
- Monthly and year-to-date new ticket processing;
- Monthly and year-to-date dismissals and suspensions;
- Number of void/cancellations for the current month and year-to-date by ticket type;
- Number of complaints received for the current month and year-to-date.

### ***AD-HOC REPORTING REQUIREMENTS***

The System shall possess a user-friendly report writer feature to allow the City to query and generate ad hoc reports on-line. Proposer shall provide on-line query and ad-hoc reporting access. The online query or ad-hoc reporting tool must directly access data in the master database to provide accurate real-time information. All reports must be exportable into a usable excel format.

### **MANAGEMENT DASHBOARD**

To optimize the utility of violation and other data for the Parking and Transportation Department's management staff, Proposer will generate customized graphs, bar charts, pie charts, scatter-plot diagrams, conical diagrams, and many other presentations of program data that allows for the rapid identification of performance trends. Additionally, all data shall be exportable to a usable excel format. The reporting "dashboard" will be set as the home page for designated City users. The dashboard will provide up-to-date information on performance, including activities by day, month-to-date, year-to-date, and graphic illustrations to identify the year-to-date trend as compared to the prior year.

As an option, the proposer must provide a solution for a self-service payment kiosk for the payment of parking citations and/or purchase or permits. The kiosks must have a real time connection to the ticket processing and permit database. The kiosk will be stand alone and not require City personnel involvement



to complete a transaction. The kiosks must have a touch screen and be bi-lingual (Spanish). The following payment types must be accepted: Cash, Check, Credit card, and Debit Card. Change must be dispensed and the unit must be highly durable and be of sound construction. The City will be responsible for the maintenance and stocking of consumables for the kiosk. A complete breakdown of pricing for this unit shall be provided including anticipated annual consumable costs.

## FORMS

**All forms, delinquency and late notices, and correspondence shall bear the City of Stamford seal and information and conform to all applicable state and local laws and regulations. Prior approval by the City of Stamford shall be obtained before use of or changes to any such forms or notices.**

## SYSTEM SUPPORT

For the term of the agreement, proposer shall provide on-going support to the City of Stamford for access and interface with the parking ticket and residential parking permit database.

Proposer shall provide an on-line user's manual, which includes systematic instructions for accessing computer database information, and a list and description of any codes used in screens accessed by the City of Stamford.

Proposer shall provide orientation and training on the use of software and the database.

Proposer shall provide system backup procedures for system failures.

Proposer must provide a comprehensive system disaster plan.

Proposer must complete the repair and replacement of all hardware devices that fail to perform as specified. The proposer shall respond within one (1) working day of a reported equipment or software failure by providing the on-site technical support at the City's premises if the fault lies at a City site.

Proposer must be on-site the date of the system launch.

## PROPOSER QUALIFICATION

As five (5) years' experience by the Proposer of processing municipal parking tickets and providing processing and collection services equal to or superior to those detailed in this document are not required, it is preferred.

Proposer must be a fully accredited collection agency legally qualified to contract for collection services in the State of Connecticut and be a current member of the American Collectors Association (ACA).

## **PROPOSER BACKGROUND INFORMATION**

**Proposer must demonstrate its history and experience in Parking Ticket processing.** Proposer shall provide a listing of all its corporate officers and the specific staff persons that will oversee and provide services to the City of Stamford.

Proposer will provide four (4) references showing experience providing similar parking ticket processing and collection services. Information required;

- Contract start date
- Scope of services
- Number of tickets processed annually
- Name, address, phone and email of contact person.

Proposer will provide a listing of all former ticket processing clients and the reasons why the Proposer no longer maintains those contracts. Proposer will also provide listing of any ticket processing contracts that have been terminated, lost, canceled, and abandoned throughout the history of the company.

### *SECURITY*

The Proposer shall possess security features that limit System access to authorized personnel. The System and its procedures shall contain audits trails and controls to account for all dispositions, notices, transactions, and payments, from ticket issuance through final resolution and archiving. Additionally, the Proposer shall establish and maintain procedures in all data control areas that will reduce the opportunity for an employee to damage, alter, or compromise data.

## **Proposal Instructions**

### Letter of Transmittal

Please limit to one or two pages. Briefly state the proposer's understanding of the work to be done and make a positive commitment to perform the work on a timely basis.

The proposal itself shall include at least the following information:

- a. Full name and address of your organization. Include name of lead professional personnel, titles and departments to be assigned to the City of Stamford project.
- b. Brief description of your firm, including qualifications, experience and ability to fulfill the scope of work described in this RFP. Identify relevant special licensing or registrations held by key professionals assigned account responsibilities with state, federal or other regulatory agencies.
- c. Resumes and lists of engagements of those individuals who will act in an advisory capacity to the City.
- d. List of municipalities or other entities with which your firm has served as a contractor for the past two (2) years. Include a brief description of the contract and a list of references including names, addresses, phone numbers, contact persons and their relationship to the projects.
- e. A proposed timeline for completion of the installation of the new system and transfer of data.
- f. Include any topics not covered in the Request for Proposals that you wish to disclose to the City, which further describes your firm's level of qualifications for this project.

## Fee Proposal

Each proposal should include a detailed fee proposal based on parking tickets issued. The proposer will bill the Office of Operations on a monthly basis. A separate proposal is acceptable for a vendor acting as a Collection Agency.

## **Proposal Selection Criteria**

Proposals will be evaluated by representatives of the City of Stamford, convened for this purpose by the Director of Operations as the Parking Ticket Management Services Review Committee.

Written proposals will be evaluated on the basis of the following criteria:

### Understanding of Engagement

Demonstration of the full understanding of the work to be performed.

### Qualifications and Experience of Proposer

Experience and expertise of personnel proposed for the City of Stamford engagement.

The service provider's experience and expertise to fulfill the scope of work described in this RFP.

### Proposed Fee

Vendors may be asked to present their proposals to the selection committee and/or to respond to questions. Based on the information provided in the proposal and any additional information presented, a final selection will be made.

The City of Stamford reserves the right to reject any and/or all proposals submitted, to request information from any vendor and to negotiate with any of the vendors regarding the terms of the engagement. The City of Stamford intends to select the vendor that, in its opinion, best meets the City's needs, not necessarily the vendor that proposes the lowest fees.

### **Contract Agreement**

The selected proposer will be required to agree to and sign a formal written contract agreement between the City of Stamford and the proposer prepared by the Law Department of the City of Stamford.

The term of this contract shall be for a period of two (2) years, commencing on the date of the contract execution.

The City reserves the right to extend the terms of the contract at the bid price for three (3) one year periods.

**CITY OF STAMFORD**  
**INSURANCE REQUIREMENTS**  
**Parking Ticket, Permit & Civil Citation Management Services**

Vendor will be required to submit certificates of insurance, which contain the minimum insurance coverages described below:

1. Commercial general liability insurance, with a minimum limit of liability of \$1,000,000 combined single limit per occurrence and in the aggregate for bodily injury and property damage. Such coverage shall include the following:
  - (a) Products liability and completed operations, which shall be maintained for a period of not less than three (3) years following completion of the services under this Agreement or termination of the Agreement, whichever is later.
  - (b) Contractual liability insurance, which insures any indemnities contained in the Agreement between Vendor and the City of Stamford.
  - (c) Broad form property damage coverage and operations liability.
  - (d) The City of Stamford and its employees, agents and officers designated as additional insureds.
  - (e) Policy shall be underwritten on an occurrence basis.
2. Professional liability insurance, which covers the services to be provided pursuant to the Agreement between the City of Stamford and the Vendor. Insurance coverage should extend to any subcontracted work or services. The minimum limit of liability shall be \$1,000,000 per claim or per incident and in the aggregate.
3. Cyber Liability insurance, including Data & Network Liability, Regulatory Defense & Penalties, Breach Response and Cyber Extortion with a minimum limit of liability of \$1,000,000 per claim or per incident. Coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims that may arise from failure of Consultant's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of non-public data, transmission of a computer virus, ransomware, or denial of service. Consultant shall require same coverage from any professional hosting company utilized in conjunction with this contract.
4. If on-site services are to be provided, including the delivery and installation of products or ancillary equipment, software, hardware, technical support or training, the following additional insurance will be required:
  - (a) Standard workers' compensation, which complies with all state statutes and regulations.
  - (b) Employer's liability insurance, which contains limits of liability of not less than \$100,000 each accident, \$100,000 disease policy limit and \$100,000 disease-each employee.

- (c) Commercial automobile liability insurance with a minimum limit of liability of \$1,000,000 per accident; coverage for all owned, non-owned and hired vehicles; City of Stamford and its employees, agents and officers designated as additional insured.
- 5. If any insurance is underwritten on a claims made, as opposed to an occurrence basis, the retroactive date in the policy shall be the earlier of the effective date of the Agreement between Vendor and the City of Stamford or the date Vendor commences its services for the City. The policy shall also contain an extended reporting date of not less than three years following termination of the Agreement between Vendor and the City of Stamford or conclusion of the services rendered by the Vendor, whichever is later.
- 6. All insurance required hereunder shall contain waivers of subrogation in favor of the City of Stamford and its employees, agents and officers. Vendor shall waive any right of claim, loss or damage against the City of Stamford and its employees, agents and officers.
- 7. All insurance policies required under this Agreement shall contain thirty (30) days prior written notice to the City of Stamford's Risk Manager in the event of cancellation, termination or material change to any policy terms or conditions required hereunder.
- 8. The insurance required hereunder shall in no way serve to limit or reduce the liability of Vendor under this Agreement.
- 9. Vendor shall provide the Risk Manager with certificates of insurance, which evidence the insurance required hereunder. Vendor shall provide the Risk Manager with renewal certificates of insurance within 15 days prior to the expiration of the policies. Vendor's failure to renew said certificates of insurance or insurance policies shall not be deemed to be a waiver of Vendor's obligations to comply with all provisions of these insurance requirements hereunder.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ABC Insurance Co. 123 Main Street City, State Zip	<b>CONTACT NAME:</b> Insurance Broker <b>PHONE (A/C No. Ext):</b> 888-888-8888 <b>E-MAIL ADDRESS:</b> broker@insurance.com	<b>FAX (A/C, No):</b> 555-555-5555
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Sample Company 456 Sample Company City, State Zip	<b>INSURER A:</b> Insurance Co. 1	11111
	<b>INSURER B:</b> Insurance Co. 2	11112
	<b>INSURER C:</b> Insurance Co. 3	11113
	<b>INSURER D:</b> Insurance Co. 4	11114
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	XXXXXXXXXXXX	XX/XX/XX	XX/XX/XX	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXX,XXX MED EXP (Any one person) \$ XXX,XXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ X,000,000 PRODUCTS - COMP/OP AGG \$ X,000,000	
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	XXXXXXXXXXXX	XX/XX/XX	XX/XX/XX	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
C	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	XXXXXXXXXXXX	XX/XX/XX	XX/XX/XX	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
D	<input type="checkbox"/> Professional Liability/E&O <input type="checkbox"/> Cyber Liability		X	XXXXXXXXXXXX	XX/XX/XX	XX/XX/XX	\$1,000,000 per occur \$1,000,000 per occur	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

City of Stamford and its employees, agents and officers designated as additional insureds under commercial general liability & automobile liability. All insurance required hereunder are primary, not excess or contributory to any insurance maintained by or on behalf of City of Stamford. Waivers of subrogation in favor of City of Stamford and its employees, agents and officers.

**CERTIFICATE HOLDER****CANCELLATION**

City of Stamford 888 Washington Boulevard Stamford, CT 06901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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