



**Albany Parking Authority
25 Orange Street
Albany, NY 12207-2224**

**REQUEST FOR PROPOSALS RFP-2021_01
Entry and Exit Parking Access and Revenue Control Systems in APA Garages
January 15, 2021**

PROPOSAL DUE DATE: FRIDAY, MARCH 26, 2021 @ 2PM EDT

This RFP has been developed specifically for the Albany Parking Authority for new entry and exit parking access and revenue systems in our garages. This request for proposals may not be the same as previous requests for proposals. Therefore, all Vendors are urged to review this package in detail before submitting their proposal.

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Section 1: Notice Inviting Bid

- 1.1 NOTICE IS HEREBY GIVEN THAT proposals for the procurement and installation of a new parking entry and exit parking access and revenue systems for three (3) parking structures (hereinafter the “Parking Facilities”) owned by the Albany Parking Authority will be accepted at the Albany Parking Authority offices located at 25 Orange Street, Albany, NY 12207-2224 until the date listed below in Section 1.5. This RFP is a competitive process designed to serve the Authority’s best interests and to provide vendors a fair opportunity for consideration of their equipment and services. The request is open to all qualified firms and manufacturers able to deliver all required materials and functions specified in this RFP. Minority Business Enterprises and Women’s Business Enterprises are encouraged to submit proposals.
- 1.2 The objective of this RFP is to procure a new installed and fully functioning entry and exit parking access and revenue systems at the Parking Facilities as identified in this RFP. As such, Vendors must include all necessary civil, electrical, mechanical, and administrative services as well as equipment and other hardware necessary to deliver a fully functioning system. This includes, but not limited to, loops, conduit, electrical wiring, communication cabling, concrete work, wire/cable terminations, and installation of any necessary parking equipment components to all the Parking Facilities and to the Authority’s parking office, located in the Quackenbush Garage (“Parking Office”), servers, computers, software, equipment installation and movement, provision and installation of bollards and/or other protective devices, training, testing, programming, set-up services, and ongoing support service. All local, state, and federal laws must be adhered to by the selected Vendor. The procurement will be awarded to a single vendor. The installation must be scheduled to allow for continuous, revenue-collecting operations of the Parking Facilities. Most installation work will need to occur during off-peak hours.
- 1.3 All proposals must consist of itemized pricing for materials, as well as all services necessary. The Authority reserves the right to accept minor irregularities contained in proposals and the right to reject Proposals not submitted in compliance with this RFP.
- 1.4 **The official responsible for administering this RFP, to whom all inquiries and correspondence should be addressed, is:**

Sean Palladino, Associate Director
Albany Parking Authority
25 Orange Street
Albany, NY 12207-2224
(518) 434-8886
spalladino@parkalbany.com

- 1.5 **Proposal Format - Each Vendor must furnish two (2) hard copies and one (1) electronic copy of its proposal to the individual referenced in section 1.4. The proposals must include specifications, summary of work to be performed and total cost, in a sealed envelope, which is clearly marked “Cost Proposal for Albany**

Parking Authority Parking Entry and Exit Systems– RFP-2021-01”. Proposals are due Friday, March 26, 2021 at 2:00 PM EDT.

- 1.6 Costs for developing any Proposal shall be the sole responsibility and shall be incurred at the sole risk of the Vendor, whether or not any award results from this solicitation. The Authority will not be responsible for any such costs or expenses incurred by Vendors under any circumstances.
- 1.7 If there are any discrepancies between the provided hard copies of the completed Proposals, the Authority reserves the right to use the most favorable version in the Authority’s opinion as Vendor’s response. Proposals received after the designated time will not be opened and will be removed from consideration. Telephone and faxed proposals ***will not*** be accepted. Proposals that are received after the deadline specified in this RFP shall be returned unopened; provided, however, that a late Proposal may be considered if it is the only Proposal received. All hard copies and electronic proposals should be mailed or delivered to:

Albany Parking Authority
ATTN: Sean Palladino, Associate Director
25 Orange Street
Albany, NY 12207-2224

1.8 **Communication with Albany Parking Authority staff only:**

IMPORTANT: In order to preserve the fairness to all parties participating in this RFP process and to assure all vendors receive equal information, vendors are not authorized to communicate with any Authority staff other than the Associate Director (Sean Palladino) regarding the status of this RFP, the Authority’s decision related to this RFP, or other questions related to the RFP process, other than as may be expressly permitted herein. Violation of this provision may be grounds for a disqualification of a Vendor.

- 1.9 **Exclusion for Existing Business:** Participating in this RFP process does not restrict your day-to-day business or operational communication with the Albany Parking Authority to facilitate pre-existing business matters.
- 1.10 **Questions:** Any questions regarding this RFP must be submitted in writing, via email to the official responsible for administering this RFP, by **Wednesday, February 17, 2021 @ 2:00 PM EDT**. The Authority reserves the right, in its sole discretion, to select the questions to which it will respond, to edit the questions, and those questions and responses it will share with other Vendors. All responding Vendors will receive identical listings of those questions and answers selected by the Authority on the date noted in the Procurement Schedule without identifying the Vendor which submitted the question. Questions will not be accepted or answered in any other manner.
- 1.11 The Albany Parking Authority will contact all Vendors about the status and outcome of the RFP process after reviewing all Proposals submitted in accordance with the RFP and reaching an award decision. The Authority reserves the right to conduct a bidder’s conference as part of the review process.

- 1.12 Oral, telephone, facsimile or telegraphic modifications to a Proposal will not be accepted.
- 1.13 All prices included in the Cost Proposal shall be filled in ink or typed and must give actual cost of each product in line item pricing. Lump sum discounts will not be accepted.
- 1.14 All work to be performed under any contract entered into pursuant to this RFP (the "Contract") must be authorized in writing by the Albany Parking Authority prior to the commencement of such work. Any change orders must be authorized in writing by the Albany Parking Authority prior to commencement and signed off by the Executive Director.
- 1.15 Information to be presented with a Proposal must include:
- a. Vendor's qualifications;
 - b. References and experience
 - c. Procurement schedule;
 - d. Proposed maintenance contract options;
 - e. Proposed warranty language;
 - f. Pricing for all equipment and services required;
 - g. Any such additional information as may be pertinent to provide the Authority with adequate information as to Vendors' ability to furnish the materials and services provided herein.
- 1.16 Any offer submitted by a Vendor as part of a Proposal must remain open and irrevocable for a period of 180 days from the deadline for submitting Proposals stated above.
- 1.17 Any failure to adhere to the provisions set forth in this RFP may result in the rejection of a Vendor's proposal. Proposals that are incomplete, conditional, or unclear may be rejected.
- 1.18 Any Vendor may withdraw its bid as stated in Section 6.2.4 at any time before the proposal due date and time as specified in Section 1.19.

1.19 Anticipated Procurement Schedule

The anticipated schedule for this procurement is as follows:

Issue RFP	January 15, 2021
RSVP for Pre-Bid Meeting	February 5, 2021 @ 5:00pm
Pre-Bid Meeting (Location: Zoom Video Conference)	February 10, 2021 @ 1:00pm
Project & RFP questions submitted to the Authority	February 17, 2021 @ 2:00pm
Answers to submitted questions distributed	March 3, 2021 @ 2:00pm
Proposals due	March 26, 2021 @ 2:00pm
Demonstrations to APA by Vendor	Late April
Site Visits for Finalists (in person-in field)	Summer 2021
Award Project	August 2021
Installation	Fall 2021

Project Completion: Finalized Installation and Fully Operational by December 31, 2021

There will be a mandatory pre-bid meeting video conference held on Wednesday, February 10, 2021 at 1:00 PM. Bidders must confirm their attendance for this video conference by emailing Stephanie Wright at swright@parkalbany.com by 5:00 PM, Friday, February 5, 2021.

1.20 Evaluation Process

The evaluation process shall begin upon receipt of sealed proposals and continue until a Contract has been awarded or the procurement has been cancelled.

1.21 Evaluation

- a. The Authority will determine the bid submission provided which provides the best value to the APA. The Authority will award to the Vendor with the overall best bid based on the factors listed below:
 - i. The quality of the material and services offered;
 - ii. The ability, capacity and skill of the bidder to perform or provide the material or services;
 - iii. The capacity of the bidder to perform the Contract or provide the service promptly, within the time specified, and without delay or interference;
 - iv. Price: The cost of service programs, warranties, parts costs not covered by warranty, preventive maintenance inspections, fees for maintenance agreements that include parts and labor and ancillary charges for any other necessary equipment or services;
 - v. The character, integrity, reputation, judgment, training, experience and efficiency of the bidder; and
 - vi. The ability of the Vendor to provide such future equipment, including additional systems, maintenance or service under this agreement, as may be needed.

1.22 Rule for Award

The Authority will select the proposal best meeting the needs of the Authority from a responsive and responsible Vendor, taking into consideration the factors noted in Section 1.21.

Section 2: Project Summary

- 2.1 This RFP requests proposals from qualified vendors to 1) remove the existing parking equipment and to provide equipment and services to design, install, test, and maintain an automated entry and exit parking access and revenue control system (hereinafter "PARCS") with gate arms for entry and exit systems at the Parking Facilities; **AND/OR** 2) a retrofitting of new equipment to the current system. The Authority desires pay-on-foot and pay-in-lane technology, with limited cashiering for certain special events.
- 2.2 The proposed parking access and revenue control system must be able to accept credit and debit cards on-line/real-time at every pay-on-foot machine, pay-in-lane terminal and exit verifier device. All credit card technology must be Payment Card Industry Data Security Standard (PCI-DSS) compliant and Payment Application Data Security Standard (PA-DSS) certified to the latest version in effect at the time of the contract award. All credit card technology must account for the Europay, MasterCard and Visa (EMV) global standard requirements that went into effect October 2015. Vendor must provide EMV/NFC (Near Field Communication) capable credit card processing, so no devices or software need to be replaced for EMC or NFC acceptance when appropriate/available in this region. An intercom must be provided at each entry/exit point and at each Pay-on-Foot/ pay-in-lane device. System must have syncing capabilities with outside entities (i.e. ability to sell parking passes by 3rd party vendors).
- 2.3 Proposals should clearly explain the Vendor's corporate approach to staying current with evolving PCI-DSS, PA-DSS and EMV standards to demonstrate to the Authority that the proposed PARCS will remain compliant throughout the projected ten (10) year life span.
- 2.4 Installation of the PARCS is scheduled to begin in Fall 2021 with an expected completion on December 31, 2021. Installation of the PARCS may begin earlier if agreed to by all parties. No installation work may occur during holidays (see list). The preferred order of installation is:
 - a. Quackenbush Garage/Parking Office
 - b. Riverfront Garage
 - c. Green/Hudson Garage

The Riverfront Garage serves a music series that begins in June and the Green/Hudson Garage serves a sports/entertainment venue that is normally busy until late May. Installation in this order should reduce impact on customers.

- 2.5 Testing of the PARCS must be coordinated with the Authority staff. All functions, software programming, hardware installations, acceptance tests and PCI compliance checks are expected to be performed on or before the completion date.
- 2.6 No part of the currently installed system may be reused in the implementation of the new PARCS, unless submitting a proposal to include a retrofitting option. This includes gates, card readers, fee computers and software. Existing electrical infrastructure and communications cabling switches can be reused where replacement has not been specifically designated. Loops may be reused if the Vendor is willing to warranty the existing loops that will be reused.

- 2.7 Cost proposals shall include the maximum warranty on parts and labor offered by the manufacturer, including all service and preventative maintenance. Cost proposals shall also provide a breakdown of warranties provided including basic warranties.
- 2.8 Vendors shall comply with all local, state, and federal laws, electrical codes, and building codes relevant to this project.
- 2.9 All Vendors must submit a Project Management Schedule and will be expected to maintain the same throughout installation of the PARCS, in order to ensure that the project stays on schedule.

The Project Management Schedule should include:

- a. Approach to the project, i.e., how the Vendor will handle our current business during the equipment change out. Cash controls or operating method may be proposed.
- b. An assigned Project Manager, with resume, to communicate with the Authority.
- c. A Parking Facilities inspection review by the Vendor. Vendors must list any problems or additional work not addressed in the RFP that they foresee in installation and/or maintenance of the proposed PARCS.
- d. Vendors must give a description of how they will route/communicate all necessary information to the Parking Office located in the Quackenbush Garage.
- e. Detailed training (including basic maintenance of all equipment): include information on who will provide training to Authority staff and on what processes Authority staff will be trained
- f. Weekly updates showing whether the project is ahead and/or behind schedule
- g. Punch list walk through
- h. A list of names and job titles of all members of the Vendor's project team involved in the installation and maintenance of the new PARCS (e.g., IT, hardware, service, training, etc.)

2.10 The Parking Facilities

- 2.10.1 The PARCS will be installed to operate in the three (3) Parking Facilities. The Parking Facilities each contain multiple lanes (shown under Section 3.5, Proposed specifications for new PARCS). The Authority's current system supports 3,500 LPR (License Plate Recognition) and barcode card users and serves up to 230 transient cars per day. The bulk of our current customer base is monthly contract parkers using LPR and barcode cards.
- 2.10.2 The Riverfront Garage has 814 spaces and operates 24 hours a day, 7 days a week, 365 days per year and has 2 entrance/exits. The North Entrance has 3 lanes: 1 inbound, 1 outbound and 1 reversible. The South Entrance has 2 lanes: 1 inbound and 1 outbound with no attendant on duty.
- 2.10.3 The Green/Hudson Garage has 864 spaces and the Quackenbush Garage has 879 spaces. Both operate 24 hours a day, 7 days a week. The Green/Hudson Garage has 2 entrance/exits. The Green Street Entrance has 3 lanes: 1 inbound, 1 outbound and 1 reversible. The Hudson Avenue Entrance has 2 lanes: 1 inbound and 1 outbound. In addition, the Green/Hudson Garage has a manual sliding gate

strictly for construction access. There is no revenue or access control for this gate and none will be installed for this procurement.

2.10.4 The Quackenbush Garage currently has 1 entrance/exit and 1 entry only access. The first entrance has 3 lanes: 1 inbound, 1 outbound and 1 reversible. An additional entry unit may be added to Quackenbush Garage in the next year or so and therefore the proposal must include the option to add an additional entry unit. The Quackenbush Garage currently provides free parking for events at the Palace Theater. Part of this procurement will be to utilize the Ticketmaster® Quick Response (QR) code on the customer's Palace Theater ticket as a paid credential to enter and exit the facility. A similar procedure may be used in the future for Times Union Center event parking at the Green/Hudson Garage.

2.10.5 All garages must be able to utilize QR Code technology.

Section 3: Scope of Work

Technical Requirements

3.1 General Specifications

- 3.1.1 The proposed PARCS must be able to perform in and withstand the climate conditions of Albany, NY.
- 3.1.2 All equipment installed pursuant to this RFP must be ADA compliant and UL approved.
- 3.1.3 The technology must be an online real-time system utilizing the following technologies:
 - a. Barcode and/or Quick Response (QR) code tickets that can be read by machine or scanned, including 3rd Party QR codes like Ticketmaster QR codes.
 - b. Ability to scan barcodes and Quick Response (QR) codes on printed media or from mobile devices
 - c. Bluetooth technology
 - d. Transponder signals
- 3.1.4 The PARCS will have unattended credit card lanes at the exit.
- 3.1.5 All credit card processing at entry terminals, exit terminals and Pay-on-Foot machines Must be completed at a central computer using high-speed communication connections with a processing time under ten (10) seconds or less.
- 3.1.6 The credit card system must be able to interface with our current credit card gateway processor, 3C. 3C contact information will be provided upon request.
- 3.1.7 All necessary credit card components in the new PARCS and processes must comply with all FACTA, PCI-DSS v.3.0, PA-DSS v.3.0 and upcoming EMV credit card

regulations, rules and practices. Vendor will oversee and complete development of interface with Authority's gateway processor, 3C.

- 3.1.8 During the warranty and maintenance contract period, Vendor will perform all system programming at no charge.
- 3.1.9 All ticket dispensers, exit terminals and card access readers must be engaged before a transaction is started. In lanes where ticket dispensers, exit terminals and card readers reside in the same lane, once a ticket is dispensed or a card swiped, the other device must be disabled immediately so that the system cannot be manipulated.
- 3.1.10 High and low voltage surge suppression must be included in the installation, as well as external UPS battery backup for all computer-related equipment at installation locations and the Parking Office.
- 3.1.11 Proposals must be inclusive of all work and charges arising out of installation of a fully functional PARCS that meets the requirements of the RFP.
- 3.1.12 Vendors should also propose a sign and information graphics package to aid customers understanding the processes of the new PARCS. Sample graphics and signs should be shown in the proposal. **Unit pricing should be only provided in the Cost Proposal.**
- 3.1.13 Proposal must include itemized pricing for expansion equipment and must include any other additional costs relating to expansion including but not limited to internal upgrades. Expansion pricing must be good for at least 5 years.**

3.2 System Requirements

The equipment proposed by each Vendor must provide the functions and capabilities identified below. These are minimum requirements.

- 3.2.1 Will not require ingestion of credit cards. The reader shall not have any transport mechanism for automatically transporting a card, i.e. a motorized card reader/writer module
- 3.2.2 Issue barcode and/or Quick Response (QR) code tickets that can be read by machine or scanned
- 3.2.3 Provide Ticket In/Credit Card Out (via Pay-in-Lane) at entry/exit lane for transient customers
- 3.2.4 Provide Credit Card In/Credit Card Out at entry/exit lane for transient customers
- 3.2.5 Provide Bluetooth/Transponder device In/Out at entry/exit lane for monthly contract customers
- 3.2.6 Provide Pay-on-Foot machines that accept cash, credit card and/or other electronic

payment methods, i.e. NFC, Apple Pay, Google Pay

- 3.2.7 Provide Pay-on-Foot machines that only accept credit card and/or other electronic payment methods, i.e. NFC, Apple Pay, Google Pay
- 3.2.8 Credit card and/or other electronic payment methods must be provided in all revenue collection devices, including exit lanes and Pay-on-Foot machines.
- 3.2.9 All Pay-on-Foot machines that accept cash revenue must provide change (bills only)
- 3.2.10 All Pay-on-Foot machines, entry lane and exit lane equipment must include barcode and QR code readers
- 3.2.11 System must be able to integrate with pay-by-cell phone operations (Note: the Authority currently has on street pay-by-cell phone systems operating at parking meters.)
- 3.2.12 Pinhole CCTV cameras and intercom systems with two-way audio and video provided in all Pay-on-Foot machines, entrances and exits lanes
- 3.2.13 CCTV monitors that display images in real time for office staff to monitor and answer intercom requests. Main monitor will be located at Quackenbush garage office; secondary monitor (or other form of video access) will be located at Riverfront and Green Hudson office garages. Must be compatible with current Axis/Idis system.
- 3.2.14 Intercoms: All Pay-on-Foot machines, entry lane and exit lane equipment must include twoway voice and/or video intercoms. Intercoms should utilize Voice-over-Internet Protocol (VoIP), include noise-canceling properties resulting in excellent transmission clarity and be ADA compliant. Intercoms will contain push-to-talk hardware located for ease of use by patrons and employees.
 - a. In the event that the Parking Office Intercom Station remains unanswered after a number of rings determined by the Authority, the call shall be transferred automatically to a telephone number assigned to a cellular phone used for parking personnel to respond to customer and employee calls. The system should be able to forward unanswered calls through a list of contact numbers to generate a greater chance of response.
- 3.2.15 System must be capable of processing credit cards in “batch” mode during a communications failure. Real time credit card transactions and online reports must be the only functions affected during a central computer failure or loss of communications to the field devices. Buffering transactions at the devices must allow the capture of all transactions during any communication downtime (including the batching of credit card transactions) until communications can be re-established.
- 3.2.16 Comprehensive and accurate revenue, auditing, transactions and car count data processing and reporting system
- 3.2.17 Database module that enables exporting data in different formats, including but not limited to Microsoft Office (Excel or Word), PDF format for reporting and future

- developing purposes. Must intergrate with current ERP or have the ability to upload a formatted file into our ERP system seamlessly.
- 3.2.18 Include the ability to check capacity of garages in real time by monitoring the entry and exit for the gates. A dashboard view of garage capacities is preferred. Capacities are to be separated by garage.
- 3.2.19 Shall be able to generate a facility specific long-term parking list of vehicles parked overnight by user ID.
- 3.2.20 On-line validation program with tracking system and database. The program should not require additional equipment to be purchased or rented by the end user and support multiple validations on a single ticket.
- 3.2.21 Integration with access controls for high-speed rolling doors and electronically locking pedestrian doors. (Note: The Authority currently has two (2) Ryttec high-speed rolling door at Green/Hudson garage facilities. There are electronically locking pedestrian doors using barcode scanning technology operating at the Green/Hudson and Quackenbush facilities.)
- 3.2.22 Provide remote gate vending via cell phone with tracking of same
- 3.2.23 Back-office software must integrate with or support on-line pre-sell of event parking
- 3.2.24 Back-office software must integrate with or support on-line sales of garage and lot parking spaces. (Note: the Authority currently uses Magento for recurring sales and customer login information but we are open to the incorporation of other forms of Point of Sale Systems into the PARC system. Our existing website is ParkAlbany.com)
- 3.2.25 Allow processing of real-time event parking quickly
- 3.2.26 Shall provide a valid alternative for lost tickets at Pay-on-Foot machines and at exit lane devices
- 3.2.27 Shall provide ability to send any rate out to exit lane devices to allow customers to pay custom rates as determined by the Authority for special events or lost/damaged tickets, etc.
- 3.2.28 Shall have red/green light lane control indicators for each possible direction of travel in each lane
- 3.2.29 The Parking Facilities must be able to communicate in real-time to a centralized Management computer, which will be in the Parking Office, located in the Quackenbush Garage at 25 Orange Street.
- 3.2.30 A centralized control, reporting, cashiering and management system in the Parking Office, which will include, but not be limited to, the following:
- a. Facility Management Server/Computer

- b. Surge protection
 - c. Battery Back-up
 - d. CCTV monitor showing multiple views using video splitters
 - e. All required Workstations with licenses as needed at remote garages
- 3.2.31 The centralized management computer must have the ability to retrieve buffered transactions once communication is restored. Field devices shall automatically synchronize all activity and revenue data processed while offline with the centralized management computer upon restoration of communications.
- 3.2.32 System will have Bluetooth Transponder technology integrated at all garages. The system shall capture a vehicle's bluetooth/transponder signal as it enters.
- 3.2.33 System will have the following sales integration features identified below:
- a. The ability to purchase a monthly pass or multiday pass from the gate and /or on foot terminal.
 - b. App based sales and entry system that allows for the purchase of a monthly pass or multiday pass - contact free.
 - c. Monthly Pass and Daily Pass system that allows for online sales and integrates with industry leading online sales systems (Magento, Orchestra, BigCommerce, etc)
 - d. Ability to pull sales/parker reports in a Microsoft Excel compatible format with fields that includes location, pass holder type, form of payment, amount payed, date of enter, date of exit, time of enter, time of exit, durations of stay.
 - e. Availability of an integrated all outdoor/all weather gate component to be used at lots in the future
 - f. Validation integration for vendors/business partners
 - g. Ability to set fully customizable rates/ individualized rates to be set from centralized location
 - h. Gate arms with timer to detect if "stuck" open
 - i. Alerts for manual operation of gate arms
 - j. Compatibility with existing signage (Lot Full), as well as Daktronic Galaxy signs.
 - k. System capable of on and off site expansion/integration (potential new entry/exit and/or new garages or lots)

3.3 Additional Functions/Capabilities

- 3.3.1 In addition, consideration should be given to provide the following functions and capabilities identified below. Additional pricing for these additional functions and capabilities should only be provided in the Cost Proposal under Price List – Additions/Exceptions/Alternatives so as not to affect any baseline product evaluations:
- a. If any device accepts cash revenue and provides change, the preference is for equipment that recycles revenue cash (bills only) to support the change fund
 - b. Ability to provide value debit parking credential function (Prepaid account charged on a time-used basis: On exit, the account balance is debited for the time the vehicle is in the facility)
 - c. If needed for event parking, cashier handheld mobile units capable of high-volume and rapid credit card transactions without storing customer credit card numbers or transactions in the handhelds

- i. If handheld mobile units are needed for event parking, describe the provision of two-way data communications between management, staff and barrier gates
- ii. If handheld mobile units are needed for event parking, describe models and features. Pricing per unit should be only provided in the Cost Proposal under Price List - Additions/Exceptions/Alternatives.
- d. Ability to integrate with Capital District Transportation Authority (CDTA), the local transit authority using fare card system provided by SPX Genfare. We expect they will be utilizing an iClass SE card platform.

3.4 Current Inventory

Current PARCS Equipment Inventory

	Location	Model #	Serial #	ITS ID #
<u>Quackenbush</u>	Middle Entrance	MP-30	121259-012-00	B2947
	Middle Entrance Gate	Parking Pro	U20048054	B2946
	Right Entrance	MP-30	121259-030-00	B2945
	Right Entrance Gate	Parking Pro	U20048044	B2944
	Middle Exit	SW-30	722090-053-00	B2943
	Middle Exit Gate	Parking Pro	U20048042	B2942
	Right Exit	SW-30	722090-054-00	B2941
	Right Exit Gate	Parking Pro	U20048052	B2940
	POF by Main Office	APS-30	121613-017-00	B2939
	Lobby POF - Stairwell	CPS-30	722090-059-00	B2938
	Card Reader - Outside			B2937
<u>Riverfront</u>	Main Middle Entrance	MP-30	121259-032-00	B2936
	Main Middle Entrance Gate	Parking Pro	U20048057	B2935
	Main Right Entrance	MP-30	121259-002-00	B2934
	Main Right Entrance Gate	Parking Pro	U20048043	B2933
	Main Middle Exit	SW-30	722090-043-00	B2932
	Main Middle Exit Gate	Parking Pro	U20048045	B2931
	Main Right Exit	SW-30	722090-040-00	B2930
	Main Right Exit Gate	Parking Pro	U20048056	B2929
	Side - POF	APS-30	121613-00-00	B2928
	Rear - Right Entrance	MP-30	121259-034-00	B2927
	Rear - Right Entrance Gate	Parking Pro	U20048048	B2926
	Rear - Right Exit	SW-30	722090-038-00	B2925
	Rear - Right Exit Gate	Parking Pro	U20048050	B2924
	Rear - POF	CPS-30	722090-060-00	B2923
<u>Green & Hudson</u>	Main - Middle Entrance	SW-30	722090-005-00	B2916

Main - Middle Entrance Gate	Parking Pro	U20048055	B2915
Main - Right Entrance	MP-30	121259-001-00	B2918
Main - Right Entrance Gate	Parking Pro	U20048053	B2917
Main - Middle Exit	MP-30	722090-050-00	B2914
Main - Middle Exit Gate	Parking Pro	U20048049	B2913
Main - Right Exit	SW-30	722090-052-00	B2912
Main - Right Exit Gate	Parking Pro	U20048046	B2911
Rear - Right Entrance	MP-30	121259-003-00	B2922
Rear - Right Entrance Gate	Parking Pro	U20048047	B2921
Rear - Right Exit	SW-30	722090-051	B2920
Rear - Right Exit Gate	Parking Pro	U20048051	B2919
Lobby POF	APS-30	121613-013-00	B2910
Post Office POF	CPS-30	722090-047-00	B2909
Hudson POF	CPS-30	122237-016-00	B2908

3.5 Proposed Specifications for new PARCS

3.5.1 Garage 1 – Riverfront Garage

North Entrance: 3 lanes – 1 inbound, 1 outbound, 1 reversible

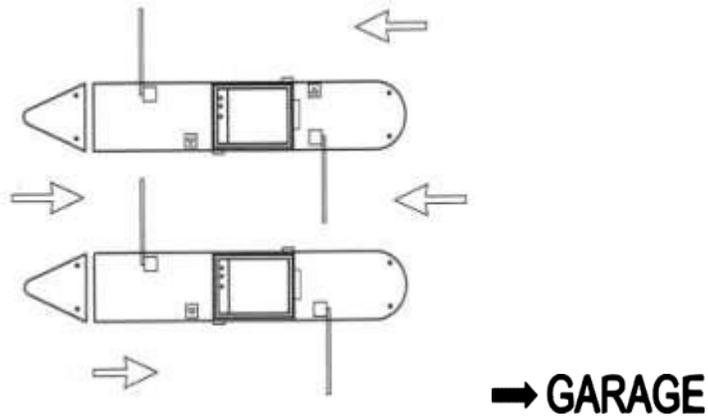
South Entrance: 2 lanes – 1 inbound, 1 outbound

Proposed specifications for new Riverfront Garage PARCS

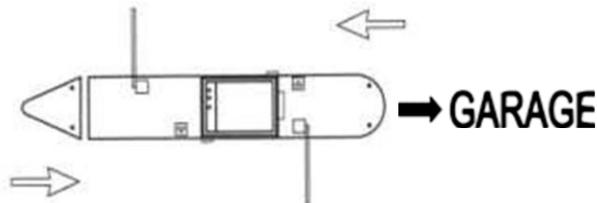
QTY Item

- 1- Pay-on-Foot Machine with Cash, Credit Card and Electronic Payments options
- 1- Pay-on-Foot Machine with Credit Card and Electronic Payments options only
- 3- Entrance Lane Terminals
- 3- Exit Lane Terminals
- 6- Barcode/Quick Response (QR) code scanner
- 6- Gate Barriers w/loops
- 6- Pinhole IP camera with Intercom System
- Protective Pipe Bollards (as needed)

North Entrance Layout:



South Entrance Layout



(POF with Cash option to be located outside of existing office. Credit only POF's to be located on 1st floor at south end of garage.)

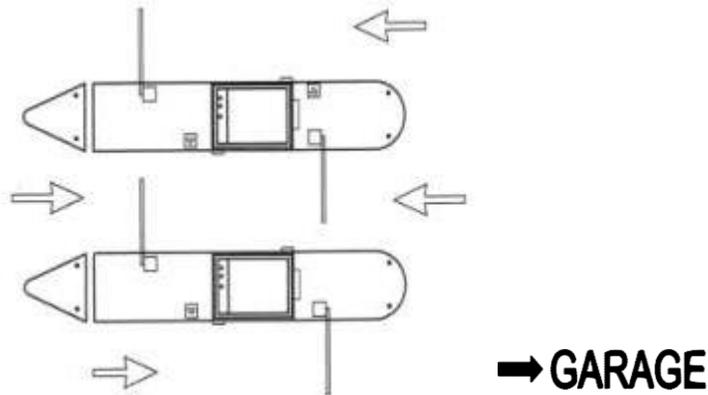
3.5.2 Garage 2 – Green/Hudson Garage

Green Street Entrance: 3 lanes – 1 inbound, 1 outbound, 1 reversible
Hudson Ave Entrance: 2 lanes – 1 inbound, 1 outbound

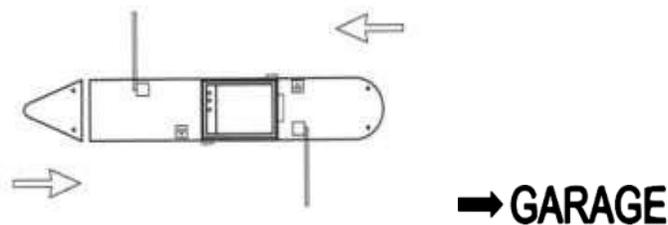
Proposed specifications for new Green/Hudson Garage PARCS

QTY	Item
2-	Pay-on-Foot Machine with Cash, Credit Card and Electronic Payments options
1-	Pay-on-Foot Machine with Credit Card and Electronic Payments options only
4-	Entrance Lane Terminals
4-	Exit Lane Terminals
8-	Barcode/Quick Response (QR) code scanner
8-	Gate Barriers w/loops
8-	Pinhole IP camera with Intercom System
	Protective Pipe Bollards (as needed)

Green Street Entrance layout:



Hudson Ave Entrance layout:



(POF with Cash option to be located across from elevator bank and located on 1st floor at east end of garage @ Hudson entrance stairwell and at west end of garage @ Post Office entrance stairwell.)

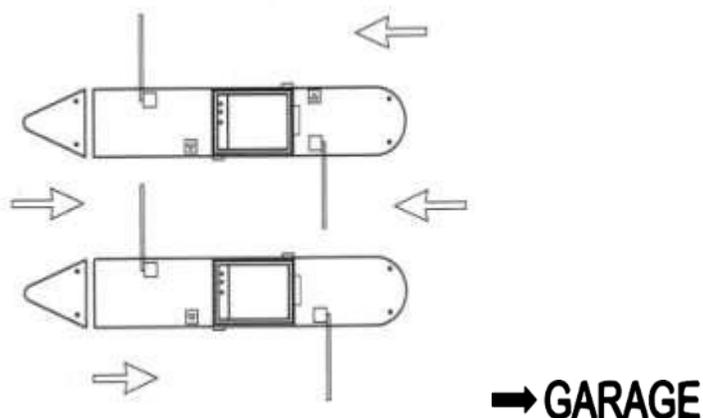
3.5.3 Garage 3 – Quackenbush Garage

Main Entrance: 3 lanes – 1 inbound, 1 outbound, 1 reversible

Proposed specifications for new Quackenbush Garage PARCS

QTY	Item
1-	Pay-on-Foot Machine with Cash, Credit Card and Electronic Payments options
1-	Pay-on-Foot Machine with Credit Card and Electronic Payments options only
2-	Entrance Lane Terminals
2-	Exit Lane Terminals
4-	Barcode/Quick Response (QR) code scanner
4-	Gate Barriers w/loops
4-	Pinhole IP camera with Intercom System
	Protective Pipe Bollards (as needed)

Main Entrance layout:



(POF with Cash option to be located outside of existing office. Credit only POF to be located on 1st floor across from elevator bank.)

3.6 Communication Infrastructure

- 3.6.1 The Albany Parking Authority uses a Dell EMC Power Edge T440 server and virtual server infrastructure for Authority business applications. It is preferred that the PARCS application support virtual server environments based on standards used by the Authority.
- 3.6.2 The Green/Hudson and Quackenbush Garages are connected via a fiber-optic communications network. The Riverfront Garage has a point to point connection from Quackenbush Garage. The Authority will work with the selected Vendor to make necessary improvements and upgrades to interconnect the new PARCS. Vendors are encouraged to inspect the current communication infrastructure and provide required specifications to support the new PARCS equipment as part of any Proposal as well as provide a map of the current infrastructure.
- 3.6.3 The PARCS must report entry and exit counts by facility and by lane to the centralized management computer.
- 3.6.4 Back out alarms must be reported to the facility management PC when an illegal ticket/format is issued
- 3.6.5 The system must report all transactions, alarms, and incidents to the centralized Management computer activity screen with the following information:
 - a. Time
 - b. Date
 - c. Transaction/Alarm/Incident Type
 - d. Location/Device/Lane
 - e. Description
 - f. Amount

3.7 Installation Requirements

3.7.1 The Vendor must be responsible for power connections to all equipment and must make all necessary electrical and communication connections from the islands, lanes and Pay-On-Foot machinery to the central server and the cloud. Vendor will be responsible for the mounting and securing of the revenue equipment. Vendor will also be responsible for installing ground loops as part of the scope of work where the Vendor determines the existing loops are not able to be reused and included in the warranty. Vendor will be responsible for running all power lines from identified junction boxes, panels, and load centers to the equipment, if needed, and verifying that there is sufficient power to maintain a fully functional system, if necessary. All site work must include, but will not necessarily be limited to, electrical wire pulls and conduit runs, terminations, testing, etc. All such conduits that may be required are the responsibility of the Vendor to secure, along with any associated costs. Vendor can reuse the existing power lines, conduits, and communications cabling if:

- a. Power lines, conduits, and communication cables are not surface mounted on the islands. Any surface mounted lines and/or cables must be relocated below the surface of the island.
- b. Vendor tests the existing circuitry and cabling and submits serviceability reports from a certified electrician. It is in the Vendor's and Authority's best interest to know if any of the existing electrical infrastructure is unserviceable or nearing the end of its useful life.

3.7.2 These items must follow all national, state, county, and local regulations, as well as manufacturer's installation requirements.

3.7.3 All communication runs provided by the vendor longer than twenty (20) feet must be CAT 6 or fiber-optic. All communication runs longer than three hundred (300) feet must be fiberoptic.

3.7.4 All areas of pavement, earth, and curbs disrupted during the project must be returned to an acceptable condition that is approved in writing by Authority staff.

3.7.5 All sealant used to seal loops shall be a grade that can withstand the varying climate of Albany, New York. Most equipment will be exposed to the elements (extreme heat/cold, snow/ice, salt, etc.)

3.8 Specifications for Equipment/Hardware

3.8.1 Entry Stations

- a. Backlit display
- b. Pinhole camera
- c. Barcode and Quick Response (QR) code scanner
- d. Meet PCI-DSS 3.0 compliance standards and practices
- e. Minimum capacity of 5,000 receipts /tickets
- f. Alert parking office in the event of malfunction or depleted tickets
- g. Ability to report a back out, illegal tickets, or lane travel alarm to the computer in the

- parking office
- h. Intercom to communicate with the parking office during and after business hours
- i. Capability to communicate with facility and centralized management computers
- j. Ability to accept and process credit card transactions in less than ten (10) seconds
- k. Dispense a barcoded ticket
- l. Dispenser must have the capability to dispense tickets by push button
- m. Ability to buffer a minimum of 2,000 transactions per location in the event of a communication failure.
- n. Must be armed before a transaction can begin in the lane and only one access device can be engaged per vehicular transaction.
- o. Dispensed ticket must have the following information visible and encoded on the barcode
 - 1. System Ticket Number
 - 2. Rate Code
 - 3. Device Number
 - 4. Time
 - 5. Date
 - 6. Facility
 - 7. Facility code

3.8.2 Exit Terminals

- a. Backlit display
- b. Pinhole camera
- c. Barcode and Quick Response (QR) code scanner
- d. Meet PCI-DSS 3.0 compliance standards and practices
- e. Alert parking office in the event of malfunction or depleted receipts/tickets
- f. Ability to accept and process credit card transactions in less than ten (10) seconds and offer a receipt upon push button request
- g. Ability to report a back out, illegal ticket, or lane travel alarm to the computer in the parking office
- h. Units must contain an intercom/phone dialer to communicate with the Parking Office during and after business hours or to call a wireless security phone
- i. Capability to communicate between facility and centralized management computer
- j. Ability to read a barcoded ticket and calculate fee
- k. Ability to buffer a minimum of 2,000 transactions per location in the event of a communication failure.
- l. Ability to accept voucher/validation
- m. Ability to be armed before a transaction can begin in the lane and only one access device can be engaged per vehicular transaction
- n. When dispensed, the receipt must have the following information visible
 - 1. Transaction Number
 - 2. Rate Code
 - 3. Device Number
 - 4. Time
 - 5. Date
 - 6. Facility Name
 - 7. Tax

3.8.3 Barrier Gates

- a. Direct drive preferred
- b. Low voltage operation
- c. Minimum of three vend inputs (transient, monthly, and miscellaneous)
- d. Ability to have up to four loop configuration
- e. Ability to support up to a 12-foot gate arm
- f. Ability to support a straight or articulating arm (Straight arm is preferred)
- g. Auto reversing with safety edge
- h. Ability to operate as a free gate
- i. Ability to automatically raise gate in case of power failure
- j. Ability to support multiple devices in one lane (e.g., barcode/QR scanner, Bluetooth, transponder, ticket dispenser, and exit terminal)
- k. This device must have the ability to arm other devices such as ticket dispensers, card readers, exit terminals, etc., before a transaction can be started.
- l. Gate Arms

3.8.4 Pay-on-Foot Machines

- a. Vandal-resistant
- b. Backlit display
- c. Central credit card processing capability with the ability to complete a transaction in under ten (10) seconds
- d. Process, validate and return machine readable ticket
- e. Accept cash payments and provide change as necessary (cash & CC units only. NO COIN)
- f. Pinhole camera in Pay-on-Foot Machines
- g. Meet PCI-DSS 3.0 compliance standards and practices
- h. Accept validations or prepaid (barcoded, QR coded, or other) vouchers
- i. Local reporting and central reporting capability
 1. Rate report
 2. Credit card report by card type
 3. Validation
 4. Non-resettable totals
 - i. Transaction
 - ii. Validation
- j. Ability to communicate to the centralized management computer in Parking office
- k. Ability to buffer a minimum of 2,000 transactions in the event of a communication failure.
- l. A processed ticket must have the following information printed on it
 1. Entry and Exit Time
 2. Entry and Exit Date
 3. Facility Name
 4. Transaction Number
 5. Cost of Parking
 6. Device Number
- m. Ability to read the information on the barcoded ticket and calculate the fee based on the rate
- n. Ability to print a patron receipt on demand or automatically with the following information
 1. Entry and Exit Time
 2. Entry and Exit Date

- 3.Facility Name
- 4.Transaction/Receipt Number
- 5.Cost of Parking
- 6.Tax
- 7.Device Number

3.9 Software:

3.9.1 The software should be a Windows 10 or later parking management software system and/or web based system, which must include access, revenue and count, and event parking software. Software must meet the most current PA-DSS and PCI-DSS compliance standards at a minimum. Proprietary PARCS software is acceptable. If any specific server software or database management program is required, it should be listed in the proposal.

3.9.2 If the Vendor proposes to host the software solution for the Authority or provide Software as a Service (SaaS), the proposal should address:

a. Data Housing:

- i. Where will data be physically stored? (Data should not be stored outside the country.)
- ii. How is the data stored (virtual environment or on servers?)
- iii. What format is used for data storage?
- iv. Can it be easily accessed by Authority for FOIL, E-Discovery, etc.?
- v. In the event of a disaster or service outage, how will data be restored? What is the proposed timeframe for return to full service? Is there a “mirror” site for backup?
- vi. What is the Vendor’s business continuity or disaster recovery plan?

b. Confidentiality/Privacy:

- i. Will confidential and financial data be secured through encryption or other means?
- ii. Is there compliance with State and Federal data privacy laws? (Credit card information, Social Security numbers and financial information, etc?)
- iii. What security methods are utilized?
- iv. What procedures are in place for a data breach?

c. SSAE 18:

- i. Provider should ensure that they are compliant with SSAE 18 auditing standards (previously SSAE 16) regarding the protection of customer data.
- ii. SSAE 18 Audit should be conducted annually and identified deficiencies corrected.

3.9.3 All data provided by the Authority to operate the system remains property of the Authority at all times.

3.9.4 Data must be able to export to Microsoft Excel, along with other MS Office programs, (Word, etc.), PDF format and other specified format for reporting and future developing purposes. Each location’s software must have the ability to communicate in real time to the Parking Office.

- 3.9.5 The Vendor will not implement any software changes, improvements or upgrades without proper testing on a test database.
- 3.9.6 Software updates should be processed automatically to all required equipment after proper testing and should be done at no additional cost to the Authority.
- 3.9.7 Vendor must provide specifics on availability of technical support, including all contact information and on-site response time. Specify how and when technical support will be via telephone, remote on-screen access or in person.
- 3.9.8 The system should allow remote access by either Authority management staff or by the Vendor's technical support staff via the Web.
- 3.9.9 Counts: The new PARCS must have the ability to provide the following counts:
- a. Transient Entries and Exits by facility
 - b. Monthly Entries and Exits by facility
 - c. Total Lane Travels
 - 1. Total Entries by facility
 - i. Entries by parker type by facility
 - 2. Total Exits by facility
 - i. Exits by parker type by facility
 - d. Differential Counts
 - 1. By facility
 - 2. By parker type within facility
 - e. All gates must have a visible mechanical counter to record total lane vends
 - f. All counts must be reported to the centralized management computer in real time
- 3.9.10 Access Control: The new PARCS must have at a minimum the following features with reports:
- a. Account Status Report
 - b. Account Activity Report
 - c. Active Account Report
 - d. Access Groups
 - e. Reader Groups
 - f. User Change Report
 - g. Holiday Report
 - h. Frequent Parkers
 - i. Monthly Parker and pass-back alert status report
 - j. Average parking duration time report
 - k. Backoffice notification when the garage is full
- 3.9.11 Credit Card
- a. All credit card processing must be able to interface with the Authority's credit card processing gateway processor, 3C.
 - b. The credit card system must meet all FACTA, PCI-DSS v. 3.0, PA-DSS v.3.0 and EMV credit card regulations, rules and practices.
 - c. At all devices where credit cards are accepted, credit cards must be processed real time in ten (10) seconds or less. Batch credit card processing will not be accepted as a

standard operation, and only used when communication to the equipment has been disrupted.

- d. Credit card processing must take place at the Facility Management PC and not locally at the lane devices.

3.9.12 Monthly Parker Software and Database

- a. The new PARCS shall have the ability to track monthly parking customers by by:
 1. Days and Times Parked in the month
- b. The PARCS shall have the ability to:
 1. Interface with the ParkAlbany website and/or a third party website
 2. Accommodate a minimum of 10,000 contract parkers
 3. Apply multiple parking rates
 4. Have group accounts
- c. The following fields shall be part of the software
 1. Name (First, Middle, last)
 2. Billing Address (number, street, suite, city, state, zip)
 3. Contact Address (number, street, suite, city, state, zip)
 4. License Plate Number(s)
 5. Account Number
 6. Card (account) Number (primary, secondary)
 7. Issue Date (validation date)
 8. Expiration Date
 9. Current Status (active or inactive)
 10. Group Accounts
 11. Telephone Number (cell, home, office, secondary number, fax)
 12. Email (business, home, secondary)
 13. Credit Card Input encrypted (CC type, number, expiration date, security code)
 14. Comments field
 15. Customer account access (password)
- d. The monthly software shall provide the operator with the capability, at a minimum, to perform the following on both cards and accounts:
 1. Fully modify any field subject to restrictions on duplicate card and account numbers.
 2. Copy the data from any field in a previously selected or created record into the same field on the current record with a combination of two keystrokes (limited by restrictions on duplicate entries).
 3. Search for any record by criteria for any field, including the use of wild card characters and partial strings.
 4. Display, sort and/or print any record
 5. Display, sort and/or print only active cards/active accounts
 6. Display, sort and/or print only issued cards/codes
 7. Display, sort and/or print a listing of all cards, codes or accounts, queried by any field and priority sorted by any three fields.
- e. Specifically, the system will provide the capability of:
 1. Displaying, sorting and printing all account information, including the card/code numbers issued to a particular account and/or group

2. Displaying, sorting and printing all account information, including the card/code numbers issued to each account grouped under the account, for multiple accounts sorted by individual account number or alphabetically by account name at the option of the operator.
3. Displaying, sorting and printing a pre-formatted report of all accounts, or a group of accounts selected by query criteria entered for up to three (3) fields, with the option to sort data by account number or alphabetically by account name, at the option of the operator. Report must include the account number, account name, and assigned card numbers, in card number sequence, listed under each account.
4. Displaying, sorting and printing a list of all cards/codes in number sequence and, at the option of the operator, to group them by status or account number.
5. Saving a copy of the card/code and account tables as an archived “point in time” reference at any time by authorized manual prompt from an authorized workstation.

f. Web-Based Validations Program: Proposals must include a web-based Validations program. Vendors must provide detailed information related to how to program, set up logins, functions and accounting, along with other necessary training. The Validation Program should allow an authorized user the ability to validate a bar-coded ticket at any internet accessible computer and/or with a barcode scanner. The Validation Program should allow multiple validations on a single ticket. All validation activities must be traceable and have reporting capability for billing purposes. This program shall be a comprehensive enterprise program, which means the program shall include reporting, billing, reload and other sales related function.

3.10 Procedures:

3.10.1 The Vendor’s proposal should explain or identify how the following items will be addressed by the new system:

- a. Explain how secured access levels are set in the system.
- b. Ability of office staff to set up parking rates at various garages:
 - i. Creation of regular parking rates
 - ii. Creation of special parking rates
 - iii. Tracking of space sales against total space count for each facility
- c. Ability of system to notify staff of equipment issues:
 - i. Explain how staff is notified of an issue.
 - ii. Explain how an issue is logged in the system.
 - iii. Explain how an issue resolution is tracked in the system.
- d. Ability of office staff to access the system to address questions from customers:
 - i. Explain how customer inquiries are logged into the system.
 - ii. Explain how customer issues (e.g. access denied due to nonpayment, plate/record mismatch, etc.) are logged into the system where office staff can review them.

- e. Explain how customer account information (address, contact information, new registrations and new/updated credit card information) can be entered and/or updated.
 - i. By office staff.
 - ii. By the customer through a web-based customer interface.
 - iii. Explain how this can be linked through the ParkAlbany website or handled by the Vendor.
 - iv. Explain how a historical record of the previous customer account data is saved by the system.

- f. Explain how customers are billed.
 - i. Explain the invoicing process.
 - ii. Explain how invoices can be sent electronically. Explain how bulk electronic invoices can be scheduled for particular dates.
 - iii. Explain how read receipts are requested and logged into the system for later review.
 - iv. Explain how the system handles a recurring monthly payment by credit card or bank account.
 - v. Explain how the system handles a recurring monthly payment when the credit card is declined or the bank account has insufficient funds.
 - vi. Explain how the system handles a one-time monthly payment by credit card or bank account.
 - vii. Explain how the system handles a one-time monthly payment when the credit card is declined or the bank account has insufficient funds.
 - viii. If the customer is delinquent and the credential is locked out, explain how the system restores the credential after payment.
 - ix. Explain how the system stores authorization numbers for credit transactions.
 - x. Explain how customer accounts can be put on “hold” (for leave of absence, etc.) and billing suspended.
 - xi. Explain how the system handles partial payments.
 - xii. Explain how the system handles payment data entry errors from the public or office staff. Explain how the errors are rectified. Explain how a report of these errors can be produced if needed.
 - xiii. Explain how manual entries to the system are tracked. Explain what information is saved regarding manual entries to any part of the system.

- g. Explain how customer billing is looked up.
 - i. By office staff.
 - 1. Explain how a single customer bill can be printed on-site.
 - ii. By the customer.
 - 1. Explain how a single customer bill can be paid online or printed by the customer for mail remittance.
 - iii. Explain how this can be linked through the ParkAlbany website for customer access.
 - iv. Explain how billing can be adjusted. Explain who can do it and explain the process.

- h. Explain how customer access is activated or deactivated.
 - i. Explain how customer access credentials are set up for permissions to specific garages.

- ii. Explain how credentials are turned off by date and/or time.
 - iii. Explain how credentials are set up for two or more vehicles.
 - 1. If two or more vehicles are attached to one credential, explain how the system performs when a second car tries to enter the facility when the first car is already present.
 - iv. Explain how credentials are set up for groups.
 - v. Explain how delinquent credentials are locked out of the system.
 - 1. Explain how delinquent credentials can be informed at the entry device to contact the office.
 - 2. Are delinquent credentials blocked at both entry and exit?
 - 3. Explain how delinquent credentials can be locked out automatically if defined as a business rule.
 - i. Explain how the wait list operates.
- j. Explain how electronic transactions are confirmed.
- k. Explain how the validation program functions.
- i. Explain how accounts are created.
 - 1. Explain if a validation account is associated with only one garage or associated with multiple facilities.
 - 2. Explain how a validation account can be set up with multiple validation rates. Explain how this would be done both electronically and manually.
 - ii. Explain how the validation customer can access the system.
 - 1. Explain how the system can inform the validation customer if they have violated a rule or process, i.e. too many validations on one ticket.
 - iii. Explain how accounts are billed.
 - 1. Explain what breakdown of validation information is available to the customer.
 - iv. Explain how delinquent accounts are handled.
 - v. Explain how special or one-time validations can be created.
 - vi. Explain how the validating entity can be informed of the balance on the ticket.
- l. Explain how the system can document customer and vehicle information, along with ticket and charge information, if the customer is unable to pay on exit.
- o. Explain how the special event parking program operates:
- i. Explain how the customer can purchase a space ahead of time.
 - ii. Explain how this can be linked through the ParkAlbany website, handled by the Vendor or a third party provider.
 - iii. Explain what information is provided on a customer receipt for this transaction.
 - iv. Explain how a paid credential is provided to the customer and in what format.
 - v. Explain how the system can associate the transient vehicle to the prepaid special event credential online so the credential is NOT required at the entry device.
 - vi. Explain how the system can associate the transient vehicle to the prepaid special event credential at the entry device so the credential is NOT required at exit.
 - vii. What happens if multiple copies of the same credential are provided at garage

- entry?
- viii. Explain how the system operates in “Pay-at-Entry” mode for a special event.
1. Explain how the customers can “Pay-at-Entry” using the entry device.
 2. Explain how the system can be set to change to an event rate and issue tickets at the special event rate at a certain date and/or time.
 3. Explain how the Authority can have an employee accept payments during a “Pay-at-Entry” event.
 1. Is there additional equipment involved? If so, state the type of equipment in this section. Pricing per unit should be only provided in the Cost Proposal under Price List - Additions/Exceptions/Alternatives.
 2. Explain how this system would operate to vend the entry gate.
 3. Explain how this system would associate the transient vehicle plate to the prepaid special event credential issued at that point.
 4. Explain how the Authority employee can take a credit card payment. Explain how is this done and how is a receipt issued.
 4. Explain how exit gates can be raised in case of large crowds or backups at the gate and how numbers for event parking can be tracked while gates are up.
 5. Explain how payments and credentials are reconciled at the end of the event.
- p. What information is available from the Pay-on-Foot devices?
- i. Current revenues in collection vault
 - ii. Current amount in change available
 - iii. Receipt provided during collections
 - iv. Alert for needed service
- q. Reporting: Below are the minimum revenue reports required for the new PARCS. The PARCS must be able to generate/query reports which can be set by the management users. Please include samples and/or screen shots of all reports in Proposals.
1. Daily Revenue Report
 2. Transaction Report
 3. Revenue Alarm Report
 4. Outstanding Ticket Report
 5. Daily device revenue report
 6. Daily lane report
 7. Active access card holder report
 8. Card transaction report by date
 9. Credit card report
 - a. By Credit Card type
 - b. By Facility
 - c. By Device
 10. Validation report
 11. Non resettable totals
 - a. Cash report
 - b. Transaction report
 - c. Validation report
 12. Count statistics report

13. Duration of stay report with ability to breakdown by 30-minute increments
 14. Entry/exit report by facility and parker type
 15. Parking Fee Report
 16. General Totals Report
 17. Detailed activity reports on sales inventory, and statistical data by parker type
 18. Ticket tracking
 19. Reconciliation
 20. End of month closing
 21. Accounts receivable
 22. Revenue
 23. Aging
 24. Daily payments by device
 - a. Number of transactions
 - b. Dollar amount, cash and credit
 25. Entries (Ticket, card access, and total vends) by facility, by lane
 26. Exits (Ticket, automated exits, card access and total vends) by facility, by lane
 27. Total Exits by facility, by lane
 - a. Card Reader Vends by facility, by lane
 - b. Total Gate Vends (entry and exit) by facility, by lane
 28. Differential Count by facility
 29. Hourly Peak Occupancy reports
- r. Explain how reports are generated
- a. Can the report data be exported to Excel or PDF?
 - b. Explain how the Authority can generate specific reports based on business needs.
 - c. Explain what other types of reports are available. Please provide a list.

Section 4: BID Content Requirements

4.1 Technical Proposal Requirements

Title Page: Show the RFP number and title, your company name and address, name of the contact person for all matters regarding the RFP response, telephone number and Proposal date on the Title Page.

Letter of Transmittal: Each quotation shall include a letter of transmittal that bears the signature and title of an authorized representative of the Vendor. The letter should indicate that all information contained in the proposal is factually true, the Vendor's quotation is a firm offer for a period of at least 180 days and that the Vendor will comply with the terms of the RFP. The letter shall indicate the existence and nature of any contemplated sub-binding relationships. Any exceptions or changes to requirements of the RFP should be identified.

Contents: Proposal should have numbered pages throughout the document to ease reference work.

4.2 Vendor Information: The Vendor shall provide a brief description of its organization, including:

- a. Official name of Vendor.
- b. Vendor's organizational structure (e.g. corporation, partnership, Limited Liability Company, etc.).
- c. Jurisdiction in which Vendor is organized and the date of such organization.
- d. Address of Vendor's headquarters and of any local office involved in the proposal.
- e. Vendor's Federal Tax Identification Number.
- f. A statement accepting all terms and conditions and requirements contained in the RFP.
- g. Name, address, telephone, fax numbers and e-mail address of the person(s) who will serve as the contact(s) to the Authority, with regard to the RFP response.
- h. A statement providing both the Vendor's authorization and request to any persons, firm, or corporation to furnish any information requested by the Authority in verification of your response to this RFP.

4.3 Experience, Expertise and Qualifications:

The proposal shall provide details of the following:

Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to the field described in this RFP.

References. Vendors are to provide a summary of representative current clients with details of the contract and work performed. Vendors must provide a contact person with phone number and email address for each reference. References should have similar scope, volume and requirements to those outlined in this RFP.

Reference information is to include:

- a. Company/Agency name
- b. Contact person (name and title), contact person is to be someone directly involved
- c. Complete street address
- d. Telephone number
- e. Type of business
- f. Dates of service
- g. Contract value

The Authority may also solicit information concerning the Vendor's performance on other contracts in terms of quality of services and compliance with budgets and performance schedules. The Authority may also consider historical performance in contracts entered into between the Vendor and the Authority. The Authority reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process. Vendors assume sole responsibility for any inaccuracies in the contact

information provided for references. Incorrect contact information provided for a reference may result in the reference being stricken.

4.4 Information Regarding: Failure to Complete Work, Default and Litigation: Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation that could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five (5) years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five (5) years? If yes, provide details.
- f. During the past seven (7) years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the Authority should be aware?

4.5 Exceptions, Alternatives, and Amendments: Vendors wishing to take any exceptions or provide alternatives to any requirement in the RFP shall state and explain such exceptions or alternatives in this section. The Authority is **under no obligation to accept proposals** which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this RFP.

4.6 Additional Data: The Vendor may include in this section any additional information that the Vendor wishes to bring to the attention of the Authority that is relevant to this RFP.

Section 5. Equipment

Proposals must include a detailed description of the proposed equipment provided.

5.1 Warranty

Equipment shall have maximum warranty on parts and labor offered by the manufacturer. Vendors shall provide a breakdown of warranties provided. These shall include basic warranties.

5.2 Service

Vendor shall provide timely response for any service calls.

5.3 Installation

Proposals must include a detailed description of the proposed installation process, including the Services that will be performed as part of the installation. Electrical and civil work components must also be included, along with a detailed description of the process for both. All data from the existing TIBA PARCS must be imported over to the new system.

5.3.1 System Acceptance Tests: The Proposal will include the following or proposed alternatives:

- a. Vendor will provide a proposed Acceptance Test Plan (ATP) for the Authority's review and approval before implementation. The Acceptance Test Plan must show the events, sequences, and schedules required for acceptance of the system.
- b. The Vendor must conduct tests of the proposed solution and certify, in writing, that the equipment and system is ready for use, and will perform in accordance with the requirements set forth in the Proposal and resulting contract. The Vendor must ensure each module/component of the system operates according to specifications before turning the system over to the Authority.
- c. The Vendor must agree that during the acceptance period, each system component will undergo a live test.
- d. Vendor's equipment that is found to not meet the specifications or other requirements of the contract may be rejected and returned to the Vendor for repair or replacement at the Authority's discretion and at no cost (including return transportation) to the Authority.
- e. The Vendor must agree that to pass an acceptance test, the system must successfully operate for thirty (30) consecutive calendar days and be approved by the Authority.
- f. Provide data to and from the Authority's systems as described in this document.
- g. The Vendor must demonstrate the ability to provide adequate service and maintenance as outlined in this Request for Proposal.
- h. The Vendor must demonstrate system security.
- i. The Vendor must provide all documentation for the section being tested, before acceptance testing will begin.

5.4 Electrical

Electrical costs, if any, must include communication and control wiring pulls to each device, communication wire pulls to the Parking Office, any power required, and intercoms to make the system functional. Electrical must meet all local, state, and national electrical codes. All communication runs over 300 feet shall be fiber-optic. It is the Vendor's responsibility to verify that there is sufficient power to deliver a fully functional system. Any necessary electrical work upgrade needs to be included in the proposal.

5.5 Software Upgrades

Upgrades necessary to correct problems or deficiencies must be provided at no charge for a minimum period of seven (7) years from the date of acceptance of the new PARCS. Upgrades to

the software that provide new capabilities and compliance must be provided to the owner/operator for seven (7) years, including but not limited to PCI, FACTA, PA-DSS compliance.

5.6 Documentation, Operating Guidelines, and Manuals

Prior to acceptance of the PARCS, the Vendor must provide copies of operating manuals and standard operating procedures and/or guidelines.

5.7 Training

Before acceptance of the PARCS by the Authority, the Vendor must train Authority personnel and management staff in the use of the PARCS, including proper use of all parking system equipment, database management and report generation software, supervisor functions and capabilities, basic maintenance and repair functions, and the use of audit functions. Vendor must submit a schedule for training, along with training manuals, to the Authority for approval one month prior to the start of acceptance testing. The selected Vendor will be required to provide up to thirty (30) hours of training time over a one-month period to be scheduled within 30 days of acceptance. Proposals must also include per day pricing for additional training. Proposals shall include a training syllabus and standard operating procedure/guidelines.

5.8 Spare Parts

Vendor shall supply a complete inventory of recommended spare parts and supplies that are necessary to be maintained "in stock" to assure the proper and uninterrupted operation of the parking revenue and access control system. Vendor's recommended inventory shall be included with the delivered parking revenue and access control system. Vendor shall include in its Proposal a complete inventory of spare parts along with the vendor, vendor contact information and current pricing for each item included in the inventory. Vendor may utilize the Authority's inventory of spare parts for performing warranty maintenance on the parking revenue and access control system. Any spare parts used by Vendor in the performance of warranty maintenance shall be replaced within seventy-two (72) hours by Vendor to assure the Authority's spare parts inventory is continuously maintained at the proper level. All spare parts in the Authority's inventory shall remain the property of the Authority at all times. The inventory of spare parts and all required accompanying materials shall be included in the Maintenance Manual that is a required submittal to be made by Vendor. In as much as the critical components of devices provided by various manufactures are different, it is incumbent on the Vendor to develop a list of critical spare parts necessary to keep the parking revenue and access control system devices operating on an uninterrupted basis.

5.9 Maintenance Agreement

Each Proposal must include a detailed proposal for equipment and system maintenance. Preventative Maintenance shall be performed under the warranty for at least the first year, as well as during an extended parts and maintenance agreement for the system to reflect the ten (10) year life span expected from this procurement.

Section 6: Cost Proposal Format

- 6.1 Price(s) quoted shall be the total cost the Authority will pay for this project including all other charges.
- 6.2 All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used.
- 6.3 Proposers must also provide pricing of maximum warranty on parts and labor offered by the manufacturer. Total monthly pricing shall incorporate any warranty costs.
- 6.4 Delivery: Proposal must include all charges to deliver materials to the Authority at 25 Orange Street, 45 Hudson Ave or 2 Columbia St, Albany NY 12207.
- 6.5 Provide the following:
 - a. Schedule, including length of term, early termination/purchase options and grand total.
 - b. Additional Costs: Disclose any additional out of pocket costs the Authority may incur, including documentation fees, charges due at lease termination, etc. Disclose total capital cost and annual cost.
 - c. Sample Agreement: Provide a sample agreement for review.
 - d. Itemized price list, pricing on all extended parts, and a list of spare parts
- 6.6 Non-Performance: Non-performance by the Vendor will cause damage to the Authority by undermining the Authority's ability to manage the City's parking resources. If the Vendor fails to provide the equipment and services per the schedule provided by the Vendor per Section 1.16(c), the Authority shall have the right to terminate the Contract upon ten (10) business day's written notice to the Vendor.
- 6.7 Hold Harmless: To the fullest extent permitted by law, Vendor agrees to indemnify, defend and hold harmless, the Authority, its board and council members, officers, employees, agents and volunteers ("Indemnitees"), through legal counsel reasonable acceptable to Authority, from any and all Losses arising out of or relating to any of the following: (i) performance or nonperformance of the Contract by Vendor or its Vendors of any tier; (ii) activities of the Vendor or its Vendors, of any tier; (iii) the payment or nonpayment by the Vendor or any of its Vendors, of any tier; and (iv) any personal injury, property damage or economic loss to third persons associated with the performance or nonperformance by the Vendor or its Vendors, of any tier. However, nothing contained in this provision shall be construed as obligating the Vendor to indemnify any Indemnitee for Losses resulting from the Indemnitee's sole or active negligence or wrongful misconduct. Vendor shall take steps to assure that a right indemnification is included in all subcontracting agreements.
- 6.8 All pricing in Proposals will be used to set the beginning point of negotiation. All final negotiated prices will be stated in the executed purchase agreement upon approval by the Albany Parking Authority.

Section 7: Instruction for Proposal

7.1 Proposals must be in compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification of a Proposal.

7.2 RFP Rules

7.2.1 The Vendor is solely responsible to seek clarification, if needed, of any portion of the RFP. All requests by Vendors for clarification of the RFP must be in writing, via email to the official responsible for administering this RFP, by **February 17, 2021 @ 2:00 PM EDT**. The Authority will not respond to requests for clarification received after that time. Failure by a Vendor to seek clarification of any portion of the RFP shall not relieve the Vendor from its representations as set forth hereinabove nor serve as the basis for any claim by the Vendor that it was mistaken or misled in connection with the preparation of its Proposal.

7.2.2 Interpretations, corrections, and changes to the RFP will be made by the Authority through addenda to the RFP. Failure of a Vendor to receive an RFP addendum shall not entitle the Vendor to an extension of the Proposal due date nor shall it permit the submission of any additional Proposal information after the deadlines set forth in the Proposal due date.

7.2.3 All Proposals must be submitted, filed, made, and executed in accordance with applicable Laws, whether such applicable Laws are expressly referred to herein or not.

7.2.4 All Proposals may be withdrawn at any time upon written notice to the Authority at the place for receipt of Proposals prior to the deadline for submittal of Proposals. Proposals withdrawn prior to the due date for receipt of Proposals may be resubmitted up to the deadline for submission of Proposals.

7.2.5 The Authority reserves the right to waive minor or clerical irregularities, errors or omissions in the information contained in any Proposal or in regard to any Vendor's compliance with Proposal process, and to make all final determinations with respect to the information provided in any Proposal.

7.3 **Response Format:** Vendors should provide responses to all, but is not limited to, all the information inquired in this RFP.

7.4 Delivery of Proposal

7.4.1 All Proposals are to be delivered by **Friday, March 26, 2021 by 2:00 PM EDT**, to:

**Albany Parking Authority
ATTN: Sean Palladino, Associate Director
25 Orange Street
Albany, NY 12207-2224**

7.4.2 The Vendor assumes full and sole responsibility for timely receipt of the completed Proposal at the above-listed location. Proposals that are received after the deadline specified in this RFP shall be returned unopened; provided, however, that a late Proposal may be considered if it is the only Proposal received.

7.4.3 Vendor must furnish **two (2)** hard copies and **one (1)** electronic copy of its Proposal.

7.5 Interpretations and Amendments

7.5.1 Nothing stated or discussed orally during any Q&A, interview or other session shall alter, modify, or change the requirements of the RFP. Only interpretations, explanations, or clarifications of this RFP that are incorporated into a written addendum to this RFP issued by the Authority should be considered by Vendors.

7.6 Ambiguity, Conflict, or Other Errors in the RFP

7.6.1 If a Vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, it shall immediately notify the Authority of such error in writing and request modification or clarification of the document. The Authority will make modifications by issuing a written amendment. Vendors are responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this RFP prior to submitting a Proposal, or any such request shall not be accepted.

7.6.2 The terms Vendor, Proposer, bidder or contractor may be used interchangeably in this RFP.

7.7 Information Provided by Authority: Information included in or provided with this RFP is provided solely for the convenience of the Vendors. No representation or warranty of any kind is made by the Authority as to the accuracy or completeness of the information included in or provided with this RFP. Vendors are solely responsible for conducting such independent due diligence investigations as may be necessary for the proper preparation of their Proposal. The Authority and its employees, agents and advisors are not responsible for the completeness or accuracy of any information distributed or made available, orally or in writing, during this RFP process.

7.8 Cancellation or Modification of Solicitation and Rejection of Any and All Proposals: The Authority reserves the right, at its sole discretion, to pursue any and all actions it deems in its best interest regarding this RFP, including but not limited to:

- a. Issue Addenda to the RFP;
- b. Request additional information and/or clarification from Vendors;
- c. Extend the deadline for submitting proposals;
- d. Withdraw this RFP;
- e. Clarify, modify or amend and reissue the RFP;
- f. Reject any and all proposals;
- g. Reject or accept proposals that do not fully comply with the requirements of the RFP as detailed within this RFP, its attachments, addenda, or

- clarifications;
 - h. Reject or accept incomplete proposals, proposals containing errors, inconsistencies, proposals not submitted with the proper number of copies, proposals submitted after the deadline, or proposals with other process or content errors or deficiencies;
 - i. Award the Vendor without further discussion or negotiation;
 - j. Issue subsequent RFP's for the same, similar, or related services;
 - k. Amend the agreement resulting from this proposal;
 - l. Request final and best offers from one or more bidders;
 - m. Negotiate pricing with the highest ranked proposal;
 - n. Terminate the agreement resulting from this proposal; and
 - o. Take any other action deemed to be in the best interest of the Authority.
- 7.8.1 The Authority reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the Authority. Any such waiver shall not modify any remaining RFP requirements or excuse the Vendor from full compliance with the RFP specifications and other contract requirements if the Vendor is awarded the Contract.
- 7.8.2 The Authority reserves the right, after reviewing the Proposals, to waive any informality in the Proposals and to invite those qualified for further negotiation.
- 7.8.3 Receipt of a Proposal by the Authority or submission of a Proposal to the Authority confers no rights upon the Vendor, nor does it obligate the Authority in any manner. The Authority reserves at its sole discretion, the right to determine which Vendors are qualified to submit Proposals.
- 7.9 Acceptance of Proposals:** The Authority shall review all proposals that are submitted properly. However, the Authority reserves the right to request clarifications or corrections to proposals. For Proposals to be reviewed, the submitting firm must be in good financial standing with the Authority and be current on all licenses and contractual requirements, if any, with the Authority.
- 7.10 Conducting Investigations/Requesting Supplementary Information:** The Authority reserves the right to conduct investigations with respect to the qualifications, experience and representations of the Vendor and Vendor associates and to require Vendors to supplement, clarify, or provide additional information in order for Authority to evaluate the Proposal submitted. Each Vendor team member, through its request for and receipt of this RFP and participation in this RFP, consents to such investigations.

7.11 Ownership and Disclosure

- 7.11.1 Proposals received in response to this RFP will be maintained by the Authority and are matters of public record, other than proprietary contents and pricing, and subject to public inspection except for the time reserved for review by the Authority. To the extent allowed by applicable law, the Authority will not disclose Proposal contents during the period falling between the Proposal Submission and the date of the Notice of Intent to Award the project. However, all information, other than proprietary contents, pricing

or information noted as confidential, submitted by Vendors becomes a matter of public record upon Notice of Intent to Award the project and as required by applicable law.

- 7.11.2 Notwithstanding the foregoing, Vendors recognize and agree that neither the Authority nor its staff, agents, employees, representatives, nor its advisors shall be responsible or liable in any manner for any losses that a Vendor or any of its agents, employees, or representatives may suffer from the disclosure of information or materials to third parties or any other claims or damages resulting from this RFP process.
- 7.11.3 All Proposals (other than portions thereof subject to confidentiality, patent or copyright protection) will become the property of the Authority to the fullest extent permissible under applicable law upon submission. Regardless of the outcome of this RFP process, the Authority, in accordance with all applicable laws, reserves the right to use all information, documents, data, concepts, and other items contained therein, for its own purposes in any manner it elects to do so without further cost to the Authority.

7.12 Other Instructions to Vendors

- 7.12.1 **Examination of Documents:** By submitting a Proposal, Vendor represents that it has thoroughly examined and become familiar with the work, products and content required by this RFP and that it is capable of performing quality work to achieve the Authority's requirements.
- 7.12.2 **Non Discrimination:** The firm represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.
- 7.12.3 **Notice of Award:** The Authority will inform all Vendors of its intent to award a Contract to the selected Vendor via email.
- 7.12.4 **Other Information for Proposal Submittals:** Vendors are welcome to submit any additional information, functions and/or attachments with their Proposal to enhance the competitiveness of the Vendor in the RFP process. All information must relate to and benefit the project and/or its ongoing operations.
- 7.12.5 **Public Work:** The work conducted by vendor pursuant to this RFP is "public work" as such term is defined by Article 8 of the New York Labor Law, and all labor will be paid at Prevailing Wages in accordance with the Prevailing Wage Schedule ("PWS") to be provided by the Albany Parking Authority. Neither vendor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in the Article 8 of the New York State Labor Law, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, vendor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Vendor warrants to comply with all relevant legal requirements, including but limited to the required

submission and retention of certified payroll records by vendor and any of vendor's subcontractors.

Section 8: Insurance and Security Requirements

8.1 The selected proposer will be required to procure and maintain at its own expense the following insurance coverage:

- (a) **Workers' Compensation, Disability and Employer's Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries in the amount of coverage required by law.
- (b) **General Liability Insurance:** A policy or policies of comprehensive general liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence.
- (c) **Automobile Liability Insurance:** A policy or policies with limits of not less than one million dollars (\$1,000,000) for each accident because of bodily injury, sickness, or disease, including death at any time, resulting there from, sustained by any person caused by accident; and a policy or policies with limits of not less than one million dollars (\$1,000,000) for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobiles.

8.2 Each policy of insurance required shall be in form and content satisfactory to the Albany Parking Authority, and shall provide that:

- (a) The Albany Parking Authority is named as an additional named insured on a primary and non-contributing basis.
- (b) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Authority.
- (c) The insurance policies shall be written on an occurrence basis and automatically renewed upon expiration and continued in force unless the Authority is given sixty (60) days written notice of cancellation.

8.3 No work shall commence under the contract until the selected proposer has delivered to the Authority or its designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected proposer. If at any time, any of said policies shall be or become unsatisfactory to the Authority, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the Authority for approval. Upon failure of the selected proposer to furnish, deliver, and

maintain such insurance as above provided, the contract may, at the election of the Authority, be declared suspended, discontinued or terminated. Failure of the selected proposer to procure and maintain any required insurance shall not relieve the selected proposer from any liability under the contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.

Section 9: Termination

The Authority may terminate the Contract, with or without cause, upon written notice to the Contractor. The termination is effective thirty (30) days after the notice is issued, unless a different time is given in the notice. The Authority is liable only for payment for acceptable performance and all reasonable costs of installation of the PARCS prior to the effective date of the termination and for all reasonable costs resulting from said Termination for Convenience as set forth in the Contract. Payment, to the extent of cost substantiation and schedule, shall be set forth in the Contract. Vendor's proposal should discuss the Authority's options if software is provided as Software as a Service (SaaS) and settlement of ownership if other items in the proposal are provided as a service.

Section 10: Non-Collusive Proposal Certificate & Acknowledgement

- 10.1 Each proposer shall complete and submit with its, his, or her proposal the "Non-Collusive Proposal Certificate" and the "Acknowledgment" found on the two (2) pages that follow this page.

Section 11: Bidder Responsibility and New York State Finance Law §§139-j and 139-k

- 11.1 Pursuant to State Finance Law §§139-j and 139-k, this request for proposals ("RFP") includes and imposes certain restrictions on communication between an Authority (Albany Parking Authority and any other government entity) and an Offeror/bidder during the procurement process. An Offeror/bidder is restricted from making contacts from the earliest notice of intent to solicit offers (in this instance, the release of this RFP) through final award and approval of the resultant contract by the Authority ("Restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The designated staff member for this RFP, as of the date hereof, is Sean Palladino, Associate Director of the Authority. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offeror/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror/bidder is debarred from obtaining governmental Procurement Contracts. Additionally, the

above law requires certain affirmations to be provided to the Authority by bidders and that certain provisions be contained within any contract/award resulting from this RFP. Specifically, the following forms/information is provided:

1. The Authority must obtain from all Offerors the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. The affirmation is attached as Exhibit 1 to this RFP and must be completed and returned to the Authority when submitting a bid.
2. The Authority must include a disclosure request regarding prior non-responsibility determination in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The required form is attached as Exhibit 2 and is to be completed and returned to the Authority when submitting a bid.
3. The Authority must obtain from all Offerors a required certification that the information is complete, true and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offeror must agree to the certification and provide it to the procuring Government Entity. This certification is attached as Exhibit 3 to this RFP and must be completed and returned to the Authority when submitting a bid.
4. New York State Law §139-k(5) provides that every procurement contract award subject to the provisions of State Finance Law §§139-k and 139-j shall contain a provision authorizing the Authority to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. An example of such language is provided below:

The Authority reserves the right to terminate this contract in the event it is found that the certification filed by the Offeror in accordance with New York State Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Offeror in accordance with the written notification terms of this contract.

NON-COLLUSIVE PROPOSAL CERTIFICATE
PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D;
and/or NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-d

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in the proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (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 the opening, directly or indirectly, to any other proposer or to any competitor; and
- (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 bid for the purpose of restricting competition.

(date)

(signature)

(name and title)
(printed name and title)

(name of firm)

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 2021, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he/she/they severally acknowledged to me that he/she/they executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 2021, before me personally appeared _____ to me known, who, being by me sworn, did say that he/she is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he/she signed his/her name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 2021, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

Exhibit 1

Offeror affirms that it understands and agrees to comply with the procedures of the APA relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Exhibit 2

Offeror Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____
Signature

Name: _____

Title: _____

Exhibit 3

Offeror Certification:

I certify that all information provided to the APA with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

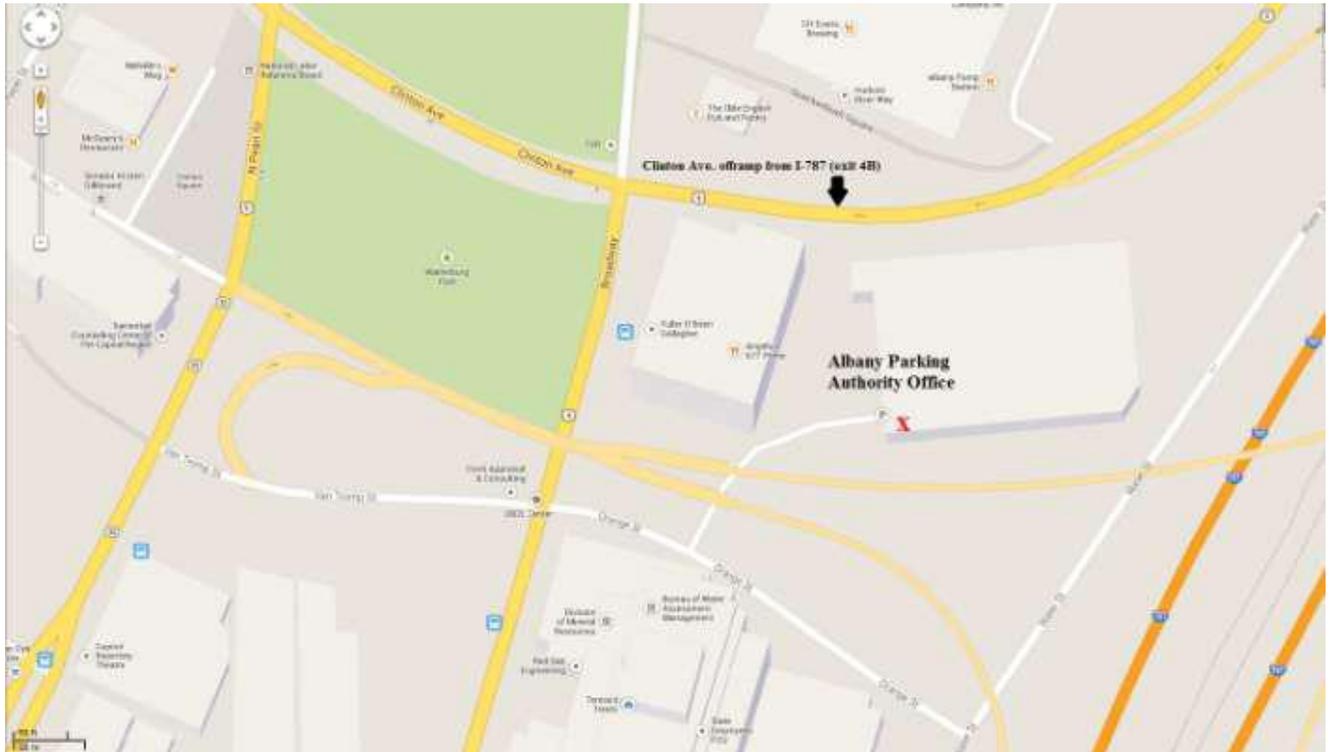
Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Map to Albany Parking Authority Office



Parking Garage Holidays – 2021

New Year's Day	January 1st	(Garage closed)
Martin Luther King Birthday	3rd Monday in Jan.	
President's Day	3rd Monday in Feb.	
Memorial Day	Last Monday in May	(Garage closed)
Independence Day	July 4th	(Garage closed)
Labor Day	1st Monday in Sept.	(Garage closed)
Columbus Day	2nd Monday in Oct.	
Veteran's Day	November 11th	
Thanksgiving Day	4th Thursday in Nov.	(Garage closed)
Friday after Thanksgiving	4th Friday in Nov.	
Christmas Day	December 25th	(Garage closed)

APA GARAGES

