



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

**REQUEST FOR PROPOSALS RFP-2021-02
SINGLE SPACE PARKING METERS
Issued: Friday, April 2, 2021**

PROPOSAL DUE DATE: Friday, May 7, 2021 @ 2:00pm EST

This Request for Proposals has been developed specifically for **SINGLE SPACE PARKING METERS** and may not be the same as previous requests for proposals intended for this type of service. Therefore, all Vendors are urged to review this package in detail before submitting their proposal.

Table of Contents

Section 1: Notice Inviting Request for Proposals	3
Section 2: Project Summary	6
Section 3: Scope of Work	7
Section 4: RFP Content Requirements	9
Section 5: Equipment	13
Section 6: Cost Proposal	14
Section 7: Termination	15
Section 8: Insurance and Bond Requirements	15
Section 9: Instruction for Proposal	17
Section 10: Non-Collusive Proposal Certificate and Acknowledgment	20

Section 1: Notice Inviting Request for Proposals

- 1.1 NOTICE IS HEREBY GIVEN THAT proposals for the provision of participation in the Albany Parking Authority test program for single space parking meters will be accepted at the Albany Parking Authority (hereinafter, the “Authority”) located at 25 Orange Street, Albany, NY 12207 until the date listed below in Section 1.5. This Request for Proposals (“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 fully functioning system that can provide all aspects of allowing patrons to make payment by use of credit card and coin to be used by the City and the Albany Parking Authority. All local, state, and federal laws must be adhered to by the selected Vendor. The installation must be scheduled to allow for continuous, revenue-collecting operations of the Authority. The contract will be awarded to a single vendor.
- 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 Single Space Parking Meter– RFP-2021-02”. Proposals are due Friday, May 7, 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 circumstance.
- 1.7 If there are any discrepancies between the provided hard or electronic 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:

ATTN: Sean Palladino, Associate Director
25 Orange Street
Albany, NY 12207-2224
spalladino@parkalbany.com

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 City or Albany Parking Authority staff other than the assigned contact regarding the status of this RFP, any 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 City or 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 officials responsible for administering this RFP, by **Friday, April 23, 2021 @ 2:00 PM EST**. The Authority reserves the right, in its sole discretion, to select the questions to which it will respond, the questions that will be edited, and the questions and responses it will share with other Vendors. All responding Vendors will receive identical listings of questions and answers on the date noted in the Procurement Schedule. Questions will not be accepted or answered in any other manner.
- 1.11 The 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 or to visit supplier/manufacturer locations or existing projects 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 must be authorized in writing prior to the commencement of such work. Any change orders must be authorized in writing by the Authority prior to commencement.
- 1.15 Information to be presented with a Proposal must include:
- a. Vendor's qualifications;
 - b. References and experience in providing similar services as requested in this RFP for other municipalities or public agencies, particularly in cold weather or northeastern US environments;
 - c. Personnel qualifications and experience;
 - d. Proposed equipment and software;
 - e. Project schedule;
 - f. Proposed hardware/software maintenance contract options;
 - g. Proposed warranty language;
 - h. Reporting samples;
 - i. Training programs;
 - j. Pricing for all equipment, software and services required;
 - k. 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 9.2.4 at any time before the proposal due date and time established in Section 1.20.
- 1.19 **Pre-Bid Meeting**

There will be a mandatory pre-bid meeting held on **Thursday, April 15, 2021 @ 1:00 pm EST**. The meeting will be held virtually via Zoom due to Covid-19 restrictions. Bidders must confirm their attendance for this video conference by emailing Stephanie Wright at swright@parkalbany.com by **2:00 PM EST, Thursday, April 8, 2021**. The purpose of this conference is to:

- a. Provide an opportunity for Vendors to ask specific questions about the project and request RFP clarification
- b. Provide the Authority with an opportunity to receive feedback regarding the project and this RFP.

1.20 **Anticipated Procurement Schedule**

RFP Issued	Friday, April 2, 2021
RSVP for Pre-Bid Meeting	Thursday, April 8, 2021 @ 2:00 pm EST
Pre-Bid Meeting at the Albany Parking Authority	Thursday, April 15, 2021 @ 1:00 pm EST
Project & RFP questions submitted to the Authority	Friday, April 23, 2021 @ 2:00 pm EST
Answers to submitted questions distributed	Tuesday, April 27, 2021 @ 2:00pm EST
Proposals due	Friday, May 7, 2021 @ 2:00pm EST
Vendor Presentations at Albany Parking Authority (finalists only)	May 19th through May 21th 2021
Visits to other municipalities where finalists operate* (if applicable)	June 3rd through June 8th 2021 * (if needed)
Award Project	Summer 2021
Installation Date	Fall 2021

1.21 **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.

1.22 **Evaluation**

The Authority will determine which Proposal provides the most favorable system in the most cost effective manner. The Proposal should be thorough, comprehensive, detailed and specific in regard to the issues involved in the RFP. The Proposal should show clear understanding of virtually all issues involved with providing single space parking meter credit card and coin payment services and appropriately address all of the objectives as stated in this RFP.

- a. **The Authority will award to the Vendor with the overall best qualified bid**

based on all the factors listed below:

- i. The fitness of the proposed equipment/software for the intended use of the Authority
- ii. The quality of the material and services offered
- iii. The ability, capacity and skill of the bidder to perform or provide the material or services
- iv. The capacity of the bidder to perform the contract or provide the service promptly, within the time specified, and without delay or interference
- v. Price: The cost of equipment, processing and other services, warranties, fees for annual hardware and software maintenance agreements, and ancillary charges for any other necessary software, equipment or services
- vi. The ability of the Vendor to provide such future maintenance or service as may be needed
- vii. The character, integrity, reputation, judgment, training, experience and efficiency of the bidder
- viii. Provide a cost schedule for the potential expansion of such single space parking meters if the Albany Parking Authority chooses to expand either incrementally or on a City-wide basis.

1.23 Rule for Award

The Albany Parking Authority will select the Proposal best meeting the needs of the Authority from a responsive and responsible Vendor, taking into consideration the equipment proposed, the ability of the equipment to meet the current and future service needs of the Authority, the company's experience in providing such equipment, proposed installation and transition plan, reference checks, proposed service and support plan, any additional factors noted in Section 1.22 and the overall quality of the proposal as well as the proposal price.

Section 2: Project Summary

- 2.1 This RFP requests proposals from qualified vendors to provide equipment and services to maintain and operate a single space parking meter payment system (software and hardware). The Albany Parking Authority desires to install single space parking meters that have credit card and coin technology in the on-street parking system. Capability of supporting NFC and EMV payment options are desirable. This RFP's scope of work covers approximately 275 to 360 spaces. Note that bidders are also required to provide in their response to this RFP a cost schedule for the potential expansion of such single space parking meters (beyond the 360 spaces) if the Albany Parking Authority chooses to expand either incrementally or on a City-wide basis. The Albany Parking Authority currently utilizes IPS M3 and M5 meters for single space metered parking.
- 2.2 Installation of the system is currently expected to be completed by the Fall of 2021. Testing of the system must be coordinated with the Albany Parking 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.
- 2.3 Cost proposals shall include at least a one-year warranty that includes all service and

maintenance as well as the inclusion of all upgrades of software and hardware for the life of the system. Cost proposals shall also include all reoccurring monthly costs/charges associated with this project. All proposals will remain valid for a period of at least one (1) year following the submission deadline.

2.4 All Vendors shall submit a Project Management Schedule and be expected to maintain the schedule throughout installation of the system. The Project Management Schedule should include:

- a. Approach to the project, i.e., how the Vendor will handle 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. Detailed training on all software and equipment: include information on who will provide training to staff and on what processes staff will be trained
- d. Weekly updates showing whether the project is ahead and/or behind schedule
- e. Punch list walk through
- f. 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 system (e.g., IT, hardware, service, training, etc.)

2.5 **Specific Requirements**

2.5.1 Single Space Meter Solution Configuration

- a. There shall be no upgrade fee for software and/or hardware for the term of the agreement reached with the successful bidder.
- b. Microsoft Windows compatibility.
- c. Albany Parking Authority shall be given option to expand such single space parking meters at the resulting contract rate or a reduced expansion rate.
- d. Vendor must identify if they will purchase or offer a reduced rate in exchange for the meters that the new equipment will replace.
- e. Meter hardware must be powered via solar panels and battery backup.
- f. Technology for inventory, maintenance and remote auto-configuration purposes.
- g. Supports 4g/5g LTE communications and wirelessly communicates in real-time to vendor-hosted back office software system using a cellular network.
- h. Easy to see and varied colored lights to provide a visual indication of parking paid status and fault status.
- i. Support for Near Field Communication (NFC) payment options (contactless cards and smart phones) is desirable.
- j. Support for a Chip-Enabled Card (EMV) Level 1 & 2, or higher Certified Credit Card Reader is desirable.
- k. Support pushing of mobile payments to the meter display within several seconds of purchase is highly desirable.
- l. Support for one meter to handle two parking spots is desirable.

2.5.2 Graphic Display

- a. Display shall be easily readable by users and allow for customized inputs.
- b. Display shall be securely protected under a traditional single-space meter housing dome or similar protection integrated into the design.
- c. Display shall feature a readable display capable of displaying lines of text in all lighting conditions.
- d. The displays must be remotely programmable via web-based meter management system, such that city staff is not required to be present at the meter for changes to be made.
- e. For increased visibility in low-light conditions, the display shall be backlit. The backlight will be enabled automatically via light sensitivity.
- f. Shall be able to operate without failure under weather conditions that are typical to year-round to the region.
- g. Shall include a user-friendly keypad for operations.

2.5.3 Card Reader

- a. Credit card data transmission shall meet current Payment Card Industry Security Standards Council (PCI SSC) Data Security Standards and any other payment standards or criteria.
- b. The Vendor shall provide evidence of PCI SSC certifications and compliance.
- c. Card slot shall be functional in all weather, including rain, snow, freezing temperatures, and shall not be disabled by water or other liquids.
- d. Have the capability of accepting all credit and debit payment card options.
- e. Capability of supporting NFC and EMV payment options are desirable – vendor must supply certification document.
- f. Card reader shall be compatible with all ISO standard magnetic-stripe card readers.
- g. Mechanism shall default to “Coin-Only” condition whenever card payments are unavailable and vise-versa, along with an alert/alarm.
- h. The time/amount the meter defaults to upon insertion and removal of a credit card shall be user-defined.
- i. User shall be able to increase/decrease the amount of parking time/amount being requested.
- j. The card reader shall be designed to be internal to the meter mechanism.

Section 3: Scope of Work

The selected vendor shall provide the hardware (meters and any other necessary equipment) and software in order to allow the Albany Parking Authority to utilize single space parking

meters to allow for payment by way of credit card and coin. Capability of supporting NFC and EMV payment options are desirable. Initial installation will cover approximately 275 to 360 spaces. Note that bidders are also required to provide in their response to this RFP a cost schedule for the potential expansion of such single space parking meters (beyond the 275 to 360 spaces) if the Albany Parking Authority chooses to expand either incrementally or on a City-wide basis.

Technical Requirements

3.1 General Specifications

- 3.1.1 Provision, operation and maintenance of a Windows based back office system delivered to existing Authority desktop PC's via the Internet. If additional PC's are needed to support the system, other than those currently in use by Authority staff or requested in the proposal, those shall be provided as part of the proposal. The proposed Single Space Parking meters must be able to perform in and withstand the climate conditions of Albany, NY. All equipment installed pursuant to this RFP must be ADA compliant and UL approved.

3.2 Payment Processing System Requirements

- 3.2.1 The payment processing system for single space parking meters shall include, but not be limited to, the following:
 - a. All Payments must be recorded and updated in real time.
 - b. Vendor systems must be compliant with all current PCI-DSS requirements.
 - c. Vendor shall provide all necessary equipment and/or software as agreed to by the Authority to support processing of payments.
 - d. Shall have the ability to accept coins, credit cards, debit cards, smart cards, and pay-by-mobile-phone payments.
 - e. Support of NFC and EMV payment options are desirable.
 - f. Shall feature advanced coin track sensors for self-calibration and detection of nonmetallic items and other foreign objects.
 - g. The coin chute shall be easily and quickly field serviceable.

3.3 Additional Functions/Capabilities

- 3.3.1 In addition, consideration should be given to provision of 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. **General Specification Requirements:**

Preference will be given to vendors proposing software that does not require Citrix or an additional product/application to access the system in-house or remotely.

Section 4: BID Content Requirements

4.1 Technical Proposal Requirements

Title Page: Show the Bid 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 or 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.

Table of Contents: Proposal responses shall include a table of contents listing the individual sections of the Proposal and their corresponding page numbers. Tabs should separate each of the individual sections. 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 provision, service and maintenance single space parking meters. Include the number of years the company has been providing municipal single space parking meters, particularly in cold weather or northeastern US environments.

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. Size (number of pay station units)
- h. Contract value

Vendors are required to provide a listing of **all** installations within the past five (5) years, showing the length of time the system has been installed and operating. Vendors should separately list the total number of installations in New York State with systems similar to this proposal. The Authority may solicit information concerning the Vendor's past and current record of performance from current and/or previous clients, other government agencies, or any available sources without the Vendor's presence or involvement. The Albany Parking Authority may also solicit information concerning the Vendor's performance on other contracts in terms of quality of services and compliance. The Authority may also consider historical performance in contracts entered into between the Vendor and the Authority. The Albany Parking 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 Albany Parking 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 Request for Proposals.

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 all proposed equipment. Equipment lists should list all required hardware by model numbers and software by name and version. Manufacturer(s), if different from the Vendor's company, should also be listed on the breakdown. Proposals should note installations in cold weather or northeastern US environments, in particular.

5.1 Installation: Proposals must include a detailed description of the proposed installation process, including the services that will be performed as part of the installation.

Software Upgrades: Upgrades necessary to correct problems or deficiencies must be provided at no charge for the life of the system.

5.2 Documentation, Operating Guidelines, and Manuals

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

5.3 Training

The Vendor must train Albany Parking Authority personnel and management staff in the use of the system including proper use of all equipment, database management and report generation software, supervisor functions and capabilities, and basic maintenance/repair functions. 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 operations. Proposals must also include per day pricing for additional training. Proposals shall include a training syllabus and standard operating procedure/guidelines.

5.4 Warranty

Vendors must provide a minimum of one (1)-year warranty for parts and labor. The warranty period will start once the equipment is installed, operational, and is approved in writing by the Authority. During the warranty or maintenance agreement period, the response time must be no more than four (4) hours when service is requested. See Section 5.5 – Service.

5.5 Service

As part of the warranty process, Vendor shall provide same day response for any service calls placed between 8:00 AM to 5:00 PM, Monday through Friday (excluding major holidays) regarding repair or replacement of any and all components of the system that has malfunctioned. A technician must provide field service, in person or by phone within four (4) hours of receipt of a service call placed between 8:00 AM to 5:00 PM Monday through Friday (excluding major holidays). Service calls placed after 5:00 PM or during weekends or holidays must be answered and field service provided, in person or by phone by 11:00 AM the following business day. Proposals must define normal business hours, days, as well as holiday schedule. Proposals must illustrate how Vendor will provide local service support on both hardware and software.

Section 6: Cost Proposal

6.1 **Cost Proposal Format** - Vendor must submit in a separate sealed envelope, which is clearly marked "Single Space Parking Meters RFP-2021-02". Do not submit prices with the Technical Proposal.

6.2 Price(s) quoted shall be the total cost the Authority will pay for this project including all other charges.

- 6.3 All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used.
- 6.4 Proposers must also provide pricing of maximum warranty on parts and labor offered by the manufacturer. Total monthly pricing shall incorporate any warranty costs.
- 6.5 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
 - e. Identify all reoccurring monthly costs/charges.

Although cost is a component of the proposal, the contract will not necessarily be awarded to the lowest responsive proposal.

- 6.6 All proposals will remain valid for a period of at least 1 year following the submission deadline.
- 6.7 **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.
- 6.8 **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.
- 6.9 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: Termination

The Albany Parking Authority may terminate the Contract, with or without cause, upon written notice to the vendor. 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 multi-space pay station/pay by plate 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.

Section 8: Insurance and Performance/Payment Bond Requirements

- 8.1 Vendor shall procure and maintain for the duration of the Agreement the following insurance coverage against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder and the results of that work by the Vendor, its agents, representatives, employees or subcontractors:
- a. **Workers' Compensation and Employer's Liability Insurance:** A policy or policies in amounts required by statutory limits.
 - b. **General Liability Insurance:** A policy or policies of comprehensive general liability insurance with limits of not less than \$1,000,000.
 - c. **Errors and Omission Insurance:** A policy or policies with limits of not less than \$1,000,000.
- 8.2 Each policy of insurance required shall be issued by an insurer licensed to do business in the State of New York, must have an A.M. Best rating of not less than "A" and shall provide that:
- a. The Albany Parking Authority is named as an additional 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 automatically renewed upon expiration and continued in force unless the Authority is given sixty (60) days written notice to the contrary.
- 8.3 No work shall commence under the contract until the selected proposer has delivered to the Albany Parking 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 construed to conflict with the obligations of the selected proposer concerning indemnification.
- 8.4 Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Albany Parking Authority. The Albany Parking Authority may require the Vendor to reduce or eliminate the deductible or retention applicable to the contracted work or provide satisfactory proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 8.5 Verification of Coverage: Vendor shall furnish the Albany Parking Authority with original certificates and amendatory endorsements or copies of the applicable policy language

providing the insurance coverage required herein. All certificates and endorsements are to be received and approved by the Albany Parking Authority before work commences. However, failure to obtain required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The Albany Parking Authority reserves the right to require complete, certified copies of all required insurance policies, including the endorsements required herein, at any time.

- 8.6 Failure to Maintain Insurance Coverage: If Vendor, for any reason, fails to maintain the required insurance coverage, the same shall be deemed a material breach of contract. The Albany Parking Authority, at its sole option, may terminate this Agreement and obtain damages from the Vendor resulting from said breach. Alternatively, the Authority may purchase such coverage (but has no special obligation to do so), and without further notice to the Vendor, the Authority may deduct from sums due to the Vendor any premium costs advanced by the Authority for such insurance.
- 8.7 **Payment and Performance Bond Requirement:** The selected proposer shall provide Payment and Performance bonds in the amount of 100% of the contract price with a bonding company acceptable to the Albany Parking Authority, upon execution of the contract for the Project. No work shall commence under the contract until proof of the procured Payment and Performance bonds has been delivered to the Authority. Failure of the selected proposer to procure Payment and Performance bonds may, at the election of the Authority, result in the suspension, discontinuance, or termination of the contract.
- 8.8 Subcontractors: Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Section 9: Instruction for Proposal

- 9.1 **Compliance with the RFP:** Proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification of a Proposal.
- 9.2 **RFP Rules**
- 9.2.1 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 **Friday, April 23, 2021 @2:00 PM EST**. 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.
- 9.2.2 Interpretations, corrections, and changes to the RFP will be made by the Authority through addenda to the RFP. Interpretations, corrections and changes of the RFP made in any other manner shall not be relied upon and will not be binding. Notice of addenda that are issued prior to the deadline for submission of Proposals shall be given only to those Vendors who have previously requested a copy of the RFP. RFP addenda issued after the original or revised deadline for submission of the Proposals shall be given only to those Vendors who have submitted Proposals in accordance with the requirements of the RFP. Notice by the Authority of a Proposal addendum shall be effective if by hand delivery, mail, facsimile or e-mail. The Authority also anticipates (but shall not be obligated for) making RFP addenda available for review on the Albany Parking Authority website. Failure of a Vendor to receive a 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.

- 9.2.3 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.
- 9.2.4 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.
- 9.2.5 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.
- 9.3 **Acknowledgment of Insurance Requirements:** By signing its proposal, Vendor acknowledges that it has read and understands the insurance requirements for the proposal as described in Insurance Requirement and Contract section. Vendor also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, the Authority may rescind its acceptance of the proposal.
- 9.4 **Response Format:** The items listed below are the minimum requirements that the Vendor shall be submitted in **the same order as the Table of Contents for this RFP**. Vendors should provide responses to all, but is not limited to, all the information inquired in the RFP. System reporting samples or screen shots is also required where indicated in this RFP. Each section should be clearly labeled, with pages number and separated by tabs. Failure by a Vendor to include all listed items may result in the rejection of its Proposal.
- 9.5 **Delivery of Proposal**
- 9.5.1 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.
- 9.6 **Interpretations and Amendments**
- 9.6.1 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.
- 9.6.2 Any person in doubt as to the true meaning of any part of the specifications, or finds discrepancies or omissions, may submit to the Authority a written request for interpretation. The requesting party is responsible for prompt delivery of any requests. When the Authority considers interpretations necessary, interpretations will be in the form of a written document and will be distributed to all parties recorded by the Authority as having received proposal documents. Each Vendor must acknowledge its receipt of all addenda by submitting an acknowledgement letter with its Proposal.
- 9.7 **Ambiguity, Conflict, or Other Errors in the RFP**
- 9.7.1 If a Vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, it shall immediately notify the Albany Parking Authority of such error in writing and request modification or clarification of the document. The Authority will make modifications by issuing a written amendment.

- 9.7.2 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.
- 9.7.3 The terms Vendor, Proposer, bidder or contractor may be used interchangeably in this RFP.
- 9.7.4 Implied Requirements: Products and services that are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the Vendor, shall be included in the proposal.
- 9.8 **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.
- 9.9 **Cancellation or Modification of Solicitation and Rejection of Any and All Proposals:** Authority reserves the right, at its sole discretion, to pursue any and all actions it deems in its best interest regarding this Request for Proposals, 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. Negotiate pricing with the highest ranked proposal;
 - m. Terminate the agreement resulting from this proposal; and
 - n. Take any other action deemed to be in the best interest of the Authority.
- 9.9.1 The Albany Parking 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.
- 9.9.2 The Authority reserves the right, after reviewing the Proposals, to waive any informality in the Proposals and to invite those qualified for further negotiation in the second phase of the selection process.
- 9.9.3 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.

9.10 **Acceptance of Proposals:** The Albany Parking 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.

9.11 **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.

9.12 **Ownership and Disclosure**

9.12.1 Proposals received in response to this RFP will be maintained by the Albany Parking 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.

9.12.2 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.

9.12.3 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.

9.13 **Other Instructions to Vendors**

9.13.1 **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.

9.13.2 **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.

9.13.3 **Notice of Award:** The Authority will inform all Vendors of its intent to award a Contract to the selected Vendor in writing.

9.13.4 **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.

- 9.13.5 **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 10: NON-COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT

- 10.1 Each proposer shall complete and submit with its, his, or her proposal the “Non-Collusive Proposal Certificate” and the “Acknowledgment” attached to this RFP.

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: _____
