



City of New London

Department of Finance-Purchasing Agent
13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

Request for Qualifications / Proposals *Specifications and Proposal Documents Attached*

Proposal No.: 2023-09 CONL

Opening Date and Time: April 27, 2023 @ 2:00 P.M.

Title: NLPA Operations and Management

Special Instructions:

- A mandatory pre-bid meeting will be held **March 28, 2023 at 10:00 A.M. City Hall, 181 State Street, Ante Room-3rd Floor, New London, CT 06320.**
- Questions must be submitted no later than **April 11, 2023 by 4:00 P.M.**

The following information must appear in the lower left hand corner of the envelope:

Sealed Proposal No.: 2023-09 CONL: NLPA Operations and Management

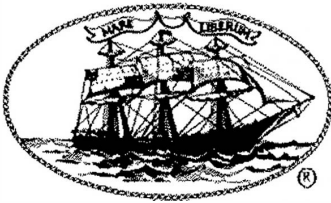
Not to be opened until: April 27, 2023 at 2:00 P.M.

Return Proposal to:

Joshua Montague, Accounting/Purchasing Agent
City of New London
13 Masonic Street
New London, CT 06320

**Enter 13 Masonic Street through the single door to the right.*

Proposal cannot be accepted after the Proposal Opening Date and Time indicated above.



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PLEASE RETURN THIS FORM IMMEDIATELY

Acknowledgment: Receipt of Request for Proposals

Proposal No.: **2023-09**
NLPA Operations and Management

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help us to maintain proper follow-up procedures and will ensure that you receive any addendum that may be issued.

Date Issued: March 1, 2023

Date documents received: _____/_____/_____

Do you plan to submit a response? Yes _____ No _____

Print or type the following information:

Company Name: _____

Address: _____

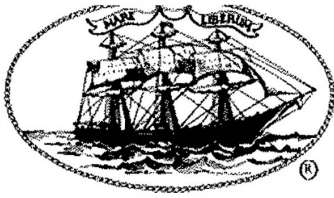
Telephone: _____ Fax: _____

E-mail: _____

Received by: _____

Note: E-mailed acknowledgments are requested.

E-mail: jmontague@newlondonct.org



City of New London

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Standard Request for Qualifications/Proposals (RFQP) and Contract Terms and Conditions

All Requests for Qualifications / Proposals issued by the City of New London (City) will bind Proposers to the terms and conditions listed below, unless specified otherwise in any individual Request for Qualifications / Proposals.

Incorporated by reference into this contract are the provisions of Article IV., Section 2-66 through 2-71 and Section 2-73 of the Code of Ordinances of the City of New London.

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

Submission of Proposals

1. Qualifications / Proposals must be submitted on forms supplied by the City of New London or in the format requested in the specifications. Telephone, facsimile or e-mail proposals will not be accepted in response to a Request for Qualifications / Proposals. An original and one (1) copy, unless otherwise indicated in the specifications, of the Proposal Form shall be returned to the Purchasing Agent.
2. The date and time proposals are to be opened are given in each Request for Qualifications / Proposals issued. Proposals received after the specified date and time of the proposal opening given in each Request for Qualifications / Proposals will not be considered. Proposal envelopes must clearly indicate the proposal number as well as the date and time of the proposal opening. The name and address of the proposer should appear in the upper left-hand corner of the envelope.
3. Incomplete proposal forms may result in the rejection of the proposal. Amendments to qualifications / proposals received by the Purchasing Agent after the date and time specified for the proposal opening shall not be considered. Proposals shall be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil shall be rejected. A person duly authorized to sign proposals for the proposer shall sign all proposals. Unsigned proposals shall be rejected. The person signing the Proposal Form or their authorized designee must initial errors, alterations or corrections on both the original and copy of the Proposal Form to be returned. In the event an authorized designee initials a correction, there must be written authorization from the person signing the Proposal Form to the person initialing the erasure, alterations or corrections. Failure to do so shall result in rejection of the proposal for those items erased, altered or corrected and not initialed.
4. Conditional proposals are subject to rejection in whole or in part. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Request for Qualifications / Proposals.
5. Alternate proposals will not be considered. An alternate Proposal is defined as one that is submitted in addition to the proposer's primary response to the Request for Qualifications / Proposals.
6. Prices should be extended in decimal, not fraction, to be net and shall include delivery and transportation charges fully prepaid by the Contractor to the destination specified in the Request for Qualifications / Proposals and subject only to cash discount.
7. Pursuant to Sections 12-412 and 12-412(1) of the Connecticut General Statutes, the City of New London is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the proposal prices.
8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

Standard Request for Qualifications/Proposals (RFQP) and Contract Terms and Conditions (con't)

9. By its submission the Proposer represents that the proposal is not made in connection with any other Proposer submitting a proposal for the same commodity or commodities and is in all respects fair and without collusion or fraud.
10. All proposals will be opened and read publicly and upon award are subject to public inspection.

Guaranty or Surety

11. Bid bonds, performance bonds, and labor and material bonds will be required as specified below. Guaranty or surety may be in the form of certified check. Bonds must meet the following requirements: Corporation – must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all of the partners and indicate they are “doing business as”; Individual – must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and an official of the surety company must sign the bond with the corporate seal affixed over the signature. Signatures of two (2) witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

Bid Bond – Ten percent (10%) due at time of bid for all contract services and public works/construction projects that exceed twenty thousand dollars (\$20,000.00)

Performance Bond – One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars (\$50,000.00).

Labor and Material Payment Bonds – One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars (\$50,000.00).

Award

12. Award of this contract will be made to the lowest responsible, qualified proposer and will be based on net cost and City specifications. The City of New London reserves the right to reject any and all bids or parts thereof, to waive any informality and to award this contract to other than the low proposer and to make multiple awards if deemed in the best interest of the City.
13. The City of New London allows a fifteen percent (15%) local vendor preference. A New London based business will be considered the lowest responsible proposer if it's proposal is within fifteen percent (15%) of the low proposer and it is willing to accept the award at the low proposal price. Any proposer claiming to be a New London based business must provide documentation that all of its motor vehicles are registered in New London and that payment of all of its property and motor vehicle taxes are current.
14. The City of New London may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.
15. The Purchasing Agent may correct inaccurate awards resulting from clerical or administrative errors.

Other Requirements

16. The City has an employment preference goal that jobs be offered to local residents on public prevailing wage projects with thresholds great than \$100,000 for renovation and \$1,000,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a participating workforce comprised of twenty-five (25%) local residents of New London County, CT, with residents of the City of New London, CT getting a priority representing fifty percent (50%) of said participation, which will include twenty-five percent (25%) female and minority.

Standard Request for Qualifications/Proposals (RFQP) and Contract Terms and Conditions (con't)

17. The City has an employee training preference goal that apprenticeship opportunities be made available for state licensed trades on public prevailing wage projects with thresholds greater than \$100,000 for renovation and \$1,000,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a minimum of ten percent (10%) of the workforce per state licensed trade as apprentices and, of this number, a minimum of fifty percent (50) shall be in the first year of apprenticeship training.

Contract

18. The existence of a contract shall be determined in accordance with the requirements set forth above.
19. The Contractor shall not assign or otherwise dispose its contract or its right, title or interest, or its power to execute such contract to any other person, firm or corporation without the prior written consent of the City of New London.
20. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for the City of New London to purchase these commodities or services on the open market. The contractor agrees to promptly reimburse the City of New London for excess cost of these purchases. The purchases will be deducted from the contracted quantities.
21. The Contractor agrees to hold the City of New London harmless from liability of any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the Contract; Guarantee its products against defective material or workmanship; repair damages of any kind, for which it is responsible to the premises or equipment, to its own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc., and to give all notices and comply with all requirements of the City of New London, the State of Connecticut and the U.S. Government.
22. Insurance requirements generally apply to contract services, professional services and public works improvement/construction projects. The Contractor will carry commercial general liability insurance to protect the City of New London from loss. The following minimum limits shall be met:

Bodily Injury and Property Damage – One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate

Products or Completed Operations - One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate

Professional Liability (Errors and Omissions) Coverage appropriate to the contractor's operations – Two million dollars (\$2,000,000.00) each occurrence

Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City of New London property) – One million dollars (\$1,000,000.00) combined single limit for each accident.

Workers' Compensation Coverage - Will be in accordance with State of Connecticut requirements at the time of Proposal.

Any deductible or self-insured retention must be disclosed and any claim payments falling within the deductible shall be the responsibility of the contractor.

The CITY requires that these aggregate limits be maintained by the CONSULTANT as required. It is the responsibility of the CONSULTANT or his representative to notify the CITY if ever or whenever claims reduce the General Aggregate below \$1,000,000.

The Contractor shall require all subcontractors to carry the same forms and minimum coverages that it is required to provide. Evidence of these coverages must be provided to the City of New London Purchasing Agent prior to the contractor or subcontractor coming onto the work site.

Standard Request for Qualifications/Proposals (RFQP) and Contract Terms and Conditions (con't)

All insurance policies shall be endorsed to the City of New London, its officers and employees as additional insured, and shall not be reduced or cancelled without thirty (30) days prior written notice to the Purchasing Agent. In addition, the contractor's insurance shall be primary as respects the City of New London, and any other insurance maintained by the City of New London shall be excess and not contributing insurance with the contractor's insurance.

Contractor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of New London as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. The Additional Insured Endorsement shall be written on ISO Form 2010 and 2037 or its equivalent and shall include coverage for Products/Completed Operations after the work is complete.

23. Notwithstanding any provision or language in this contract to the contrary, the Mayor may, without cause, terminate this contract for the City's convenience upon approval by the City Council, whenever he/she determines that such termination is in the best interest of the City of New London. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the City of New London for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City of New London all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing its duties under this contract, whether completed or in progress. All such documents, information and materials shall become the property of the City of New London. In the event of such termination, the contractor shall be entitled to reasonable compensation as determined by the Mayor, however, no compensation for lost profits shall be allowed.

Delivery

24. All products and equipment delivered must be new unless otherwise stated in the proposal specifications.
25. All deliveries will be to the locations specified by the City of New London. The City of New London does not have a loading dock therefore all Contractors will be responsible for inside delivery without assistance from City of New London personnel.
26. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.
27. Charges against a Contractor shall be deducted from current obligations. Money paid to the City of New London shall be payable to the Treasurer, City of New London.

Saving Clause

28. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The contractor will give written notice of the cause and probable duration of any such delay.

Advertising

29. Contractors may not reference sales to the City of New London for advertising and promotional purposes without prior approval of the City of New London.

Standard Request for Qualifications/Proposals (RFQP) and Contract Terms and Conditions (con't)

Rights

30. The City of New London has sole and exclusive right and title to all printed material produced for the City of New London and the Contractor shall not copyright the printed matter produced under this contract.
31. The Contractor assigns to the City of New London all rights, title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the Connecticut General Statutes. This assignment occurs when the contractor is awarded the contract.
32. The Contractor agrees that it is in compliance with all applicable federal, state and local regulations, including but not limited to Connecticut General Statutes Section 7-148i. The Contractor also agrees that it will hold the City of New London harmless and indemnify the City of New London from any action which may arise out of any act by the Contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.
33. This contract is subject to the provisions of Executive Order Number Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provision of Executive Order Number Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and Section 16 of Public Act 91-58, nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.



**Request for Proposals/Qualifications
2023-09 NLPA Operations and Management**

Document checklist

Please utilize this checklist to ensure all required documents have been completed.

- Acknowledgement Receipt
- Non-Collusion Affidavit of Prime Bidder
- Non-Collusion Affidavit of Subcontractor
- Affirmative Action Policy Statement on company letterhead
- Equal Employment Opportunity form
- Certification of Non-Segregated Facilities
- Qualifications
- Technical proposal in one envelope- one ORIGINAL, four COPIES, one USB
- Cost proposal in a second envelope that includes Schedule B- one ORIGINAL, four COPIES, one USB
- Addendum(s)
- Certificate of Insurance listing the City, it's employees and officers as additional insured along with a subrogation of waiver.

By signing below, you acknowledge that any document(s) not submitted may deem your proposal incomplete and may be grounds for rejection.

Signature

Date

Printed Name and Company

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
County of _____) ss.

_____ being first duly sworn,
deposes and say that:

- (1) He is _____ of _____ herein referred to as the "Bidder" that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New London, CT or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the City of New London is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed _____

Title _____

Subscribed and sworn before me this

_____ day of _____ 20____

(Notary Public)

My Commission expires _____

NON COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
County of _____) ss.

_____, being first duly sworn,
deposes and says that:

- (1) He is _____ of _____ herein referred to as the "Subcontractor";
- (2) He is fully informed respecting the preparation and content of the Subcontractor's Proposal submitted by the Subcontractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to the Project in New London, Connecticut;
- (3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Bid;
- (4) Neither the said Subcontractors nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New London, CT or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the City of New London is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed _____

Title _____

Subscribed and sworn before me this

_____ day of _____ 20____

(Notary Public)

My Commission expires _____

Statement of Bidder's Qualifications

All items and questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information it desires.

1. Name of Bidder _____

2. Bidder's Tax Identification No. _____

3. Permanent main office address _____

4. When organized _____

5. If corporation, where incorporated _____

6. Number of years have you been engaged in the contracting business under your present firm or trade name

7. Contracts on hand: (Schedule these showing amount of each contract and the appropriate anticipated dates of completion) _____

8. General character of work performed by your company _____

9. Have you ever failed to complete any work awarded to you? If so, where and why? _____

10. Have you ever defaulted on a contract? If so, where and why? _____

11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed (use a separate sheet if necessary) _____

12. List your major equipment available for this Contract _____

13. List your experience in work similar to this project _____

14. List the background and experience of the principal members of your organization, including officers _____

15. List the work to be done by Subcontractors and summarize the dollar value of each Subcontract

16. Credit available \$ _____

17. Give Bank reference _____

18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? _____

19. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated _____ (Name of Bidder)

By _____

Title _____

State of _____)
County of _____) ss.

_____ being duly sworn deposes and says that (s)he is _____
_____ of _____

_____, and that the answers to the foregoing items and questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this

_____ day of _____ 20

(Notary Public)

My Commission expires _____

**AFFIRMATIVE ACTION POLICY STATEMENT
(must be submitted on your firm's letterhead)**

It has always been the policy and will continue to be the strong commitment of _____ and all contractors and subcontractors who do business with this City to provide equal opportunities in employment to all qualified persons solely on the basis of job-related skills, ability and merit. _____ will continue to take Affirmative Action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, mental disorder (present or past history thereof), age, physical disability (but not limited to blindness), marital status, mental retardation, and criminal record. Such action includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. _____, and its subcontractors will continue to make good faith efforts to comply with all federal and state laws and policies which speak to equal employment opportunity.

The principles of Affirmative Action are addressed in the 13th, 14th, and 15th Amendments of the United States Constitution, Civil Rights Act of 1866, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of - the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, amended by 11375, (nondiscrimination under federal contracts), Act I, Sections 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58(a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of Blind (46a-51(1)), definition of Physically Disabled (46a-51(15)), definition of Mentally Retarded (46a-51(13)), cooperation with the Commission on Human Rights and Opportunities (46 - 77), Sexual Harassment (46a-60(a)-8), Connecticut Credit Discrimination Law (36-436 through 439), Title I of the State and Local Fiscal Assistance Act of 1972.

This Affirmative Action Policy Statement re-affirms my personal commitment to the principles of Equal Employment Opportunity.

DATE

Signature of Authorized Signer

CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 Part II, Section 203(b), (30 FR 12319, 12935). The implementing rules and regulations provide that any bidder or prospective contractor, or any of its proposed subcontractors, shall state whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name _____

Address and Zip Code _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes () No () If answer is yes, identify the most recent contract.

2. Compliance reports were required to be filed in connection with such contract or subcontract

Yes () No () If answer is yes, identify the most recent contract.

3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100.

Yes () No () Not Required ()

4. If answer to Item 3 is "No" please explain in detail on reverse side of this Certification.

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law (U.S. Code, Title 18, Section 1001).

Name and Title of Signer (Please Type)

Signature

Date

CERTIFICATION OF NON-SEGREGATED FACILITIES

This Bidder certifies that he does not maintain or provide his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any locations, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of his certification will be a violation of the Equal Opportunity clause and any Contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have already submitted identical certifications for the specific time periods):

"Notice to prospective subcontractors of requirements for non-segregated facilities. A certification of non-segregated facilities must be submitted prior to the award of a subcontract exceeding the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Paragraph 1001.

Date: _____

By: _____

Official Address: _____

Title: _____

CONTRACT FORMS

**Note- this is the City's standard contract document for construction and professional services. This MAY OR MAY NOT be the contract established after negotiations with the selected company, but is included for reference at this time.*

CONTRACT FOR SERVICES

THIS AGREEMENT made and entered into this *Xth* day of (*MONTH*), 2023, by and between (*Company Name, Address*), hereinafter called "**Contractor**" and the City of New London, 181 State Street, New London, CT 06320, hereinafter called "**City**."

WHEREAS, the City desires to enter into a contract for the (*state nature of work*) and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this contract to the satisfaction of the City, therefore this contract is entered into under the following terms and conditions:

1. The Contractor agrees to perform the services described below or in attachments if applicable. Only those attachments specifically referenced in this Contract for Services shall apply. The terms and conditions as contained in this Contract for Services shall take precedence over any conflicting terms as may be attached hereto.
2. **Term of the Contract:** The start date for this Contract shall be (*Month, Day*), 2023 and the completion date of this Contract shall be (*Month, Day*), 2023, time being of the essence.
3. **Contract Price:** The City shall pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed for the price of (*Dollar Amount in words*) (\$).

Based upon Applications for Payment submitted by the Contractor, the City shall make progress payments on account of the Contract Sum to the Contractor. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. The City shall make payment to the Contractor within 30 days after the City receives the Application for Payment. With each Application for Payment, the Contractor shall submit the most recent schedule of values, which allocates the Contract Price among the various portions of the Work. The Applications for Payments shall indicate the percentage of completion of each portion of the Work. Such Applications may include requests for payment on account of changes in the Work, but not yet included in Change Orders. Partial payment shall be due Contractor in the amount of 95.0% of the work in place.

Final payment, constituting the entire unpaid balance of the Contract Price, including Change Orders, shall be made by the City to the Contractor no later than 30 days after the Contractor has fully performed the Contract and has provided to the Owner a final Application for Payment.

4. **Contract Documents:** The Contract Documents consist of this Agreement, the Standard Bid and Contract Terms and Conditions, the Instructions to Bidders, the Contractor's bid as accepted by the City, the General and Special Conditions of the Work, the Technical Specifications, the drawings and all Addenda attached hereto.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any of the other Contract Documents, the provisions of the Agreement shall prevail.

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the edition of the standard specification, manual, code or laws or regulations identified in the reference. In the event a particular edition is not identified, the reference shall mean the latest edition in effect at the time of receipt of the bid. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor or any of their consultants, agents or employees from those set forth in the Contract Documents.

5. **Obligations And Liability Of The Contractor:** The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the Work in the manner and within the time hereinafter specified, in strict accordance with the Drawings, Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the City, and at the prices herein agreed upon therefor.

All parts of the Work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the Work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether

or not they are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.

The Contractor shall coordinate his operations with those of any other contractors who may be employed on other work of the City, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, he shall maintain fences, furnish watchmen, maintain lights, and take such other precaution as may be necessary to protect life and property.

The Contractor shall indemnify and save harmless the City and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due to or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, the City or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the City, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the owner other than supervisory acts or omissions of the City in the Work.

The Contractor shall have complete responsibility for the Work and the protection thereof, and for preventing injuries to persons and damage to the Work and property and utilities on or about the Work, until final completion and final acceptance thereof. He shall in no way be relieved of his responsibility by any right of the City to give permission or directions relating to any part of the Work, by any such permission or directions given, or by failure of the City to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the Work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the Work is done being different from that indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes unless information regarding such condition(s) was known and not disclosed by the City prior to Contractor commencing its work.

The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue liable for the damage caused.

The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his own officers, agents, servants and employees.

Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the City therefor, other than for an extension of time, but shall have recourse solely to such other contractor or subcontractor.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage.

The Contractor agrees to and does hereby indemnify and save harmless the City from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay and from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.

The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the Work or his operations under this Agreement and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

Because (i) anticipated damages hereunder are uncertain in amount and difficult to prove, (ii) the parties hereto wish to liquidate said damages in advance, and (iii) monies paid pursuant to this Agreement are not greatly disproportionate to the damage reasonably anticipated in the event of default, it is further agreed that if Contractor shall not complete all of its obligations under this contract within the time period and by the completion date specified in Paragraph 2 herein, Contractor shall pay liquidated damages to the City at a rate of \$____n/a_____ per day for every day beyond the completion date until such time as the Contractor finally completes all of its obligations under this Contract.

6. Supervision Of Work: The Contractor shall be solely responsible for supervision of the Work, shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the City, its officers, agents or employees in every possible way.

At all times, the Contractor shall have as his agent on the Work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to execute the directions of the Engineer without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not be removed from the Work without the prior written consent of the City. If, in the opinion of the City, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the City; such approval, however, shall in no way relieve or diminish the Contractor's responsibility for supervision of the Work.

Whenever the Contractor or his agent or superintendent is not present on any part of the Work where it may be necessary to give directions or instructions with respect to such work, such directions or instructions may be given by the City to and shall be received and obeyed by the foreman or any other person in charge of the particular work involved.

7. Insurance: The Contractor shall procure and maintain insurance of the types specified below, and to the limits for this insurance specified in the Standard Bid and Contract Terms and Conditions and the City of New London Code of Ordinances, Article IV., Section 2-71. All insurance shall be obtained from companies satisfactory to the City.

Insurance shall be in such forms as will protect the Contractor from all claims and liability for damages for bodily and personal injury, including accidental death, and for property damage, which may arise from operations under the Contract, whether such operations be by himself, his subcontractors, or by anyone directly or indirectly employed or engaged by him.

The following types of insurance shall be provided before starting and until final completion and acceptance of the Work and expiration of the guarantee period provided for in the Agreement.

- a. Workmen's Compensation and Employer's Liability Insurance.
- b. Bodily Injury Insurance for operations and completed operations and Contractor's Protective Bodily Injury Insurance.
- c. Property Damage Insurance for operations and completed operations and Contractor's Protective Property Damage Insurance, each including coverage for injury to or destruction of wires or pipes and similar property and appurtenant apparatus and the collapse of or structural injury to any building or structure except those on which work under the Contract is being done. Blasting and explosion coverage shall be obtained if there is a need for blasting under the Contract, and no blasting shall be performed until such insurance has been secured.
- d. Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor.
- e. Personal Injury Insurance to cover claims for personal injury and including claims brought by employees.
- f. Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor.
- g. Insurance to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the Work.

- h. Contractual Liability Insurance covering the liability assumed by the Contractor under the fifth paragraph of that subsection titled "Obligations and Liability of Contractor" of this Agreement.
- i. Owner's Protective Liability and Property Damage Insurance to protect the City and any Engineer against claims for Property damage and for bodily injuries, including accidental death, caused by the operations of the Contractor or his subcontractors on the Work. The policy shall indicate the City and any Engineer as the named insured. A copy of the policy shall be furnished to the City and a Certificate of Insurance shall be furnished to any Engineer.

Any of the above coverages written on a claims made form have an Extended Reporting Period of two years from the termination of the contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

All policies shall be so written that the owner will be notified in writing of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment.

Certificates from the Contractor's insurance carriers stating the coverages provided, the limits of liability, and expiration dates shall be filed in triplicate with the Engineer before operations are begun. Such certificates shall be on the form furnished by the Engineer.

The CITY requires that the aggregate limits be maintained by the CONTRACTOR as required. It is the responsibility of the CONTRACTOR or his representative to notify the CITY if ever or whenever claims reduce the General Aggregate below \$1,000,000.

Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances.

No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the Contract.

Contractor shall agree to maintain in force during the contract the following minimum coverages and shall name the City of New London as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation.

Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A- VIII". In addition, all Carriers are subject to approval by City of New London.

8. Contract: This Agreement, which includes all the Contract Document elements listed in paragraph 1 above, forms the Contract between the parties identified in the heading of this document. In the event that any provision of the Contract conflicts with any other provision of this Contract, the decision of the City will be final.

9. Funding and Fiscal Year Appropriations: Appropriations for expenditures by the City and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the City is the twelve (12) month period ending June 30 of each year. The obligations of the City under this Contract for the present or any subsequent fiscal year following the fiscal year in which this Contract is executed are subject to the appropriation of funds sufficient to discharge the City's obligation, which accrues in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Contract shall be terminated immediately upon the Contractor's receipt of notice to said effect without liability for damages, penalties or other charges arising from early termination. Expenditures for Contracted services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for said fiscal year. The Contractor's yearly costs, as contained herein, may not exceed the amount appropriated for said year.

10. Termination: The Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice. If Contractor fails to fulfill his obligations, the City may terminate this Contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to approval by the City.

11. Obligations in Event of Termination:

A. Upon termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of the City.

B. The City shall promptly pay the Contractor for all services performed to the effective date of termination, subject to indemnification provisions of Paragraph 5 hereof and subject to offset of sums due the Contractor against sums owed by the Contractor to the City.

12. Record keeping, Audit, and Inspection of Records: The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Federal grantor agency, the State Auditor, the City, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.

13. Publicity, Publication, Reproduction and Use of Contract Products or Materials: Unless provided otherwise by law or the City, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with City funds shall vest with the City at the termination of the Contract. The Contractor shall at all times obtain the prior written approval of the City before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the City shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication. The Contractor shall use reasonable means to inform the public that the City provides financial support for its operations and services by explicitly stating on publicity material, stationery, posters and other written materials, and on its premises the following: "This program is supported in part (in full) by the City of New London."

14. Assignment by Contractor and Subcontracting: The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the City, nor shall he subcontract any services without the prior written approval of the City.

15. Connecticut Law: It is agreed that this contract shall be governed by, construed, and enforced in accordance with the internal laws of the State of Connecticut.

16. Venue: In the event of litigation, the parties do agree to be contractually bound to submit themselves to the personal jurisdiction of the state courts of Connecticut. The venue for any court proceeding shall be in the Superior Court for the Judicial District for New London at New London, Connecticut.

17. Waiver of Jury Trial: CONTRACTOR HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND CONTRACTOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THE CITY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF CONTRACTOR'S CONSENT TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

18. Nondiscrimination and affirmative action provisions, nondiscrimination provisions regarding sexual orientation, Executive Order Number Three and guidelines and rules, Executive Order Number Seventeen, Executive Order Number Sixteen and sexual harassment policy:

For the purposes of this article, the word “contractor” is substituted for and has the same meaning and effect as if it read “Contractor’s name.” Section A of this article is inserted in connection with subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised. Section B of this article is inserted in connection with subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.

A. (a) For the purposes of this section, “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section 32-9n; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, “Commission” means the Commission on Human Rights and Opportunities.

For the purposes of this section, “public works contract” means any agreement between any individual, firm, or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance, or guarantees.

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers’ representative of the contractor’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e, and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor as they relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the contractor’s good faith efforts shall include, but shall not be limited to, the following factors: The contractor’s employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result

of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

B. (a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the Connecticut General Statutes; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor that relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the Connecticut General Statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

C. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

D. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated, or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the State Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

E. This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the contract may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. Executive Order No. Sixteen is attached hereto and made a part hereof. The parties agree to comply with such executive order. In addition, the contractor agrees to include a copy of

Executive Order No. Sixteen, and the requirement to comply with said executive order, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

F. This contract is subject to the provisions of the City of New London Sexual Harassment Policy ("Policy") and, as such, the contract may be canceled, terminated, or suspended by the City in the event that the contractor, its employees, contractors, subcontractors, consultants, sub-consultants, or vendors engages in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

19. Force Majeure: Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws and Indemnification of the City of New London: The Contractor shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements of the State of Connecticut and any governmental authority relating to the delivery of the services specified in this Contract. The City may require the Contractor to pay fines, penalties, and damages that may arise out of or may be imposed because of, the Contractor's breach or failure to comply with the provisions of this Contract. Unless otherwise provided by law the Contractor shall indemnify and hold harmless the City, its agents, officers and employees against any and all liability, loss, damages, penalties, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay resulting from, arising out of, or in connection with the services performed or delivered under this Contract by reason of acts, inactions, omissions, negligence, reckless or intentional misconduct of the Contractor, its agent(s), officers, employees or subcontractors; provided that the Contractor is notified of any claim within a reasonable time after the City becomes aware of it, and the Contractor is afforded an opportunity to participate in the defense of such claim. In such event, no negotiated settlement agreement shall be binding on the Contractor without the Contractor's concurrence.

21. Waivers And Severability: All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

22. Amendments: No amendment to this Contract shall be effective unless it is signed by authorized representatives of both parties and complies with all other regulations and requirements of law.

23. Entire Agreement: The parties understand and agree that this Contract and attachments (if any), which includes all Contract Documents, supersede all other verbal and written agreements and negotiations by the parties relating to the services under this Contract.

24. Notice: Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing addressed to the persons and addresses indicated in the caption of this Contract on page 1.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two (2) original copies on the day and year first above written.

OWNER:

CONTRACTOR:

Michael Passero
Its Mayor

Its Duly Authorized Agent

Approved as to form:

Jeffrey T. Londregan, Esq., Director of Law

Date Signed _____



Vendor Registration Form

City of New London
 Finance Department
 13 Masonic Street,
 New London, CT 06320
 www.newlondonct.org

Please type or print your responses to the applicable items below. Your responses will assist in assuring that checks for payment are correctly issued.
 Return form and a completed W-9 to jmontague@newlondonct.org or address listed to left.

| | | | | |
|---|---|-------|---|------------|
| 1. Company Name <i>Invoices must be submitted using the name in 1b</i> | a. Corporate Name: | | b. Issue Checks to: <i>(pay to the order of)</i> | |
| | Street / P.O. Box | | Email | |
| 2. Mailing Address <i>Purchase Orders will be sent to this address</i> | City | State | Zip + 4 | |
| | Contact Person | | Title | |
| 3. Contact Person <i>Contact for quotes, etc.</i> | Telephone # | Fax | Toll Free | Cell Phone |
| | E-Mail Address | | Website Home Page | |
| 4. Contact Information <i>Internet & Telephone</i> | Street Address | | | |
| | City | State | Zip + 4 | |
| 5. Payment Address <i>Where to send payments see section 1b above</i> | Street / P.O. Box | | | |
| | City | State | Zip + 4 | |
| 6. Corporate Headquarters <i>If different from above address, see section 1a above</i> | Federal Employer Identification Number | | Social Security Number | |
| | The purpose of collecting the FEIN/SSN is to comply with IRS regulations to file 1099 forms. | | | |
| 7. IRS required information: <i>Only one is required</i> | <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership | | | |
| | 8. Type of Business: | | | |
| 9. State of CT Approved Vendor | If your company is on the current State of Connecticut contract list please enter your contract number: _____ | | | |
| | 10. Does your company accept purchase orders to provide goods and/or services? <input type="checkbox"/> Y <input type="checkbox"/> N | | | |
| 11. Is your company able to provide the goods and/or services prior to receiving check payment? <input type="checkbox"/> Y <input type="checkbox"/> N | | | | |
| 12. Is your company a sole source provider? (If yes, please attach sole source provider letter.) <input type="checkbox"/> Y <input type="checkbox"/> N | | | | |
| 13. Check which all that apply (if applicable): <input type="checkbox"/> Locally-owned Business <input type="checkbox"/> Sustainable / Eco-friendly <input type="checkbox"/> Minority-owned <input type="checkbox"/> Women-owned <input type="checkbox"/> Alternative Corp. Structure | | | | |
| 14. Please provide a brief description of goods/services provided: _____ | | | | |
| I agree that I will not provide goods and/or services prior to the receipt of a Purchase Order provided by the City of New London. Please note: orders and/or purchases without a valid Purchase Order are not authorized by the City of New London therefore, invoices for such orders/purchases may not be paid. | | | | |
| Agreed By: _____ Printed Name _____ Signature _____ Title _____ | | | | |

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Part I Taxpayer Identification Number (TIN)

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

| | | | | | | | | | | | |
|---------------------------------------|--|--|--|---|--|--|---|--|--|--|--|
| Social security number | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | - | | | - | | | | |
| or | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | - | | | | | | | |

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-9 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . . | THEN check the box for . . . |
|--|---|
| • Corporation | Corporation |
| • Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. | Individual/sole proprietor or single-member LLC |
| • LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership | Partnership |
| • Trust/estate | Trust/estate |

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|--|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor ⁴ |
| For this type of account: | Give name and EIN of: |
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |

| For this type of account: | Give name and EIN of: |
|---|-----------------------|
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CITY OF NEW LONDON
NEW LONDON PARKING AUTHORITY

REQUEST FOR QUALIFICATIONS/PROPOSALS
RFQ/P #2023-09 CONL

**On-Street Parking Operations and Management, Regulatory Enforcement,
Meter Collections, Maintenance-Repairs and/or Operations and
Management of the Water Street Garage and Municipal Surface Lots
for the
New London Parking Authority**

Date Issued: March 1st, 2023

Response Due Date: April 27th, 2023, at 2:00 P.M. EST

Send all sealed Responses to:

City of New London
Joshua Montague, Accounting/Purchasing Agent
13 Masonic Street
New London, CT 06320
Phone (860) 447-5215

During the period beginning with receipt of this RFQ/P and until a Contract is awarded, Respondents shall not contact any employee of the City of New London, the New London Parking Authority or any consultants or attorneys involved in this process for additional information, except as noted in the RFQ/P. Any unauthorized conversations or communications concerning this RFQ/P with any City of New London or New London Parking Authority employee or any consultants or attorneys involved in this process prior to contract award are prohibited and may be grounds for disqualification.

| | |
|----------------------------------|-------------------------------|
| RFQ/P Release: | March 1st, 2023 |
| Mandatory Respondent Conference: | March 28 th , 2023 |
| Responses Due 2:00 P.M. EDT | April 27 th , 2023 |

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DOCUMENT INFORMATION

DOCUMENT OWNERSHIP AND HISTORY

This document is property of the City of New London ("City") and New London Parking Authority ("NLPA"), and its contents cannot be disseminated or distributed, in part or whole, without prior written approval from NLPA.

INTERPRETATION OF THIS REQUEST FOR RESPOND

A term defined in the singular may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which also govern all other language in this Request for Qualifications/Proposals ("RFQ/P"). The words "include" and "including" shall be construed to be followed by the words: "without limitation." Each of these terms shall be interpreted as if followed by the words "(or any part of it)" except where the context clearly requires otherwise. Every reference to any document, including this RFQ/P, refers to such document as modified from time to time to the extent authorized or allowed by the City and the NLPA, and includes all exhibits, schedules, addenda, and riders to such document. The word "or" includes the word "and." All schedules, exhibits and addenda attached to this RFQ/P are hereby incorporated into and made part of this RFQ/P in their entirety. Every reference with regard to federal, state, or local law includes any amendments and modifications, from time to time for which the Respondent is responsible for understanding, tracking, and assessing.

Prospective Respondents are advised to familiarize themselves with **Section 10, Glossary of Defined Terms**, in order to enable a complete and accurate review of this RFQ/P.

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Section 1. Introduction

1.1 Purpose

The purpose of this RFQ/P is to solicit Responses from Qualified Respondents (“Respondents”) for On-Street Parking Operations and Management, Enforcement, Meter Collections and Maintenance/Repairs and/or Operations and Management of the Water Street Garage (“Garage”) and Municipal Surface Lots (“Lots”). A more complete description of the services sought is provided in Sections 5 and 6 of this RFQ/P.

NLPA seeks qualified Respondents that will apply their parking management and operations experience from other U.S. jurisdictions and provide NLPA with a response for the implementation on an aggressive but achievable timetable. Based upon the Respondent’s experience in parking management and operations (“field”), its assessment of NLPA’s needs, and the structure and content of its Response, the implementation timetable may proceed in phases / be shorted / be extended, as long as those phases/changes/adjustments produce visible and measurable improvements to the delivery of NLPA services to the citizens, residents, stakeholders, and visitors. The schedule proposed by the Respondent, and the NLPA’s determination as to how that schedule meets NLPA’s overall objectives, will be important factors in the evaluation process and shall be NLPA’s sole responsibility to approve.

At the time of submission, the Respondent shall designate whether the Response is responsive to Section 5, 6 or both. NLPA reserves the right to disqualify any Response that does not clearly designate the subject matter of the Response.

1.2 On-Street Parking Services

Section 5 of this RFQ/P sets forth, in detail, the “Scope of Services and Selected Contractor Tasks: On-Street Parking Services”. This summary provides an overview of the services expected from the Respondent.

On behalf of the City of New London (“City”), the NLPA is responsible for on-street enforcement and parking citation management within a system of approximately one thousand three hundred (1,300) parking spaces metered, non-metered and permitted parking spaces, including those in the three (3) Municipal Parking Lots (“Green Harbor”, “Marina”, “O’Neill-Tilley” and “Pequot Avenue”). The NLPA assumed responsibility for on-street parking management and operations from the City’s Tax Collector’s Department in October 2015. Rather than performing related duties internally, the NLPA’s on-street parking management and operations enforcement, meter collections and maintenance and repair programs are administered under contracts, by parking management firms. This includes but is not limited to issuing parking citations (tickets), identifying consumers, motorists, operators, owner, person-in-charge, and registrants, mailing notifications, and collecting related fines, fees, and penalties. Handwritten parking tickets are also issued by the City’s Police Officers under the supervision of the New London Police Department (“NLPD”). The City Contractor’s Parking Citation Information Management System (“PCIMS”) is used to account for parking tickets and related fines, fees, and penalties.

The NLPA under the direction of the City manages the Citation Hearing Office (“CHO”) which conducts Hearings for Appealed (protested) tickets in City Hall located at 181 State Street, New London, CT 06320. The on-street parking programs and Office of Parking Management (“OPM”) operate out of the Water Street Garage located at 160 Water Street, New London, CT 06320. Customer business operational hours are 9AM to 5PM, Weekdays (“Monday through Friday”) except for days the City is closed due to an emergency (i.e., “Snowstorm”) and federal holidays.

Approximately four hundred seventy-four (474) parking citations, with a total value of nineteen thousand four-hundred-seventy-five dollars (\$19,475), were issued between July 1, 2021, and June 30, 2022. As of June 30th, there were twenty-five thousand eight-hundred one (25,801) unpaid parking citations with a total value of one-million twenty-thousand thirty dollars and forty-five cents (1,020,030.45) which comprise the Aged Accounts Receivable (See Schedule E).

1.3 Off-Street Parking Services

Section 6 of this RFQ/P sets forth, in detail, the “Scope of Services and Selected Contractor (SC) Tasks: Off-Street Parking Services”. This summary provides an overview of the services expected from the Respondent. The off-street services are:

- **Water Street Garage, 160 Water Street.** The Water Street Garage (“Garage”) was built in 1974 by Fusco-Amatruda Company and designed by Conrad Associates; followed by a vertical expansion in 1981 designed by Design Management, Inc. The Garage is located within the block bordered by Atlantic and Water Streets.

The parking facility has a total of five (5) levels [one (1) at grade], and nine-hundred ten (910) parking spaces. It has two (2) operational elevators and four (4) stairwells with access to Atlantic and Water Streets. A second-floor walk-over connects the Garage to the Day Building located directly across Atlantic Street.

The parking facility’s current winter (October through April) utilization rate is approximately twenty-five percentage (25%) and summer (May through September) utilization rate is roughly percentage ninety-five (95%), accommodating large parking populations for General Dynamic Electric Boat (“GDEB”), The Day, other corporate clients, and City employees. The balance of the parking population base consists of individual monthly and transient parking patrons. Between Late-May to Mid-September event parking is driven by Cross Sound/Block Island Ferry promotions. The Garage business office and cashier operational hours are 7AM to 11PM daily – three hundred sixty-five (365) days of the year.

- **Julian Surface Parking Lot, 152 Water Street.** The Julian Surface Parking Lot (“Julian Lot” or “Mariner Square Lot”) is a seasonal (May through September) operation with access from Atlantic Street and Governor Winthrop Boulevard.

The Julian Lot’s current utilization rate is 60% summer season {Memorial Day to Labor Day}, accommodating large transient parking populations driven by Cross Sound/Block Island Ferry promotions. The Julian Lot staff operates out of the Garage business office. The Garage business office and cashier operational hours are generally from Friday 3PM to Monday 6AM, seventeen (17) to twenty (20) weekends during the summer season as needed. These times may change resulting from the promotions offered.

1.4 Qualified Respondent

To be considered “qualified,” a Respondent must have:

- Experience with off-street and on-street parking management and operations including but not limited to Enforcement and federal, state, and municipal Appeal process and requirements within the last ten (10) years;
- Experience working at the direction and under the authority of municipal public parking authorities or departments within the last ten (10) years;
- Qualified personnel experience in the management, operation, and maintenance of single space and multi-space parking meters on a daily basis, as more fully set forth in Section 5 of this RFQ/P;
- Qualified personnel experience in the management, operation, and maintenance of parking facilities (“Garages” or “Surface Lots”) on a daily basis, as more fully set forth in Section 6 of this RFQ/P;
- Experience in providing the highest degree and standard of conduct, as more fully set forth in Sections 5 and 6 of this RFQ/P;
- Experience in collecting parking fines, fees, and penalties and forward such revenues to public parking authorities of departments, as more fully set forth in Sections 5 and 6 of this RFQ/P;
- Qualified as a Responsible Candidate under the provisions of the Municipal Code of the City of New London, as may be amended from time to time and at all times applicable to the Responsible Candidate and Respondent (“New London Code”); and,
- Experience in advertising, marketing, and promoting parking facilities to maximize utilization of the parking facilities and generation of revenues.

Responses must meet all requirements of this RFQ/P. However, if based on a Respondent’s experience, there are alternative implementation approaches that will ultimately achieve NLPA’s objectives, but through different solution approaches, the Respondents are encouraged to offer such alternatives and their rationale. Such alternative information shall not be provided in lieu of, but in addition to this RFQ/P required responses, and must be clearly marked as such. The NLPA will give strong consideration to alternatives in Responses if it is determined that such alternative enhances the development, implementation, and operational aspects of and the timetable for the Project.

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Section 2. Overview and Purpose

2.1 Authority

The NLPA is responsible for the administration of parking regulations, enforcement, and maintaining parking standards within the City of New London. In this respect NLPA may "...contract and be contracted with.... (and) enter into all contracts and agreements necessary or incidental to the performance and executions of its duties and the execution of its powers" under §20 of the New London Code, as may be amended from time to time. The Director of Parking ("Chief Executive Officer" or "CEO" or "Director") is authorized to review, negotiate, and execute a Contract with the successful Respondent, following approval of the NLPA Board of Commissioners ("Board" or "Commission" or "Commissioners") and City of New London Court of Common Council ("Council").

2.2 NLPA Goals

The NLPA is seeking one (1) or more firms to operate and manage the following in the most efficient and effective manner and within parking industry best practices:

- Development and implementation of a highly functioning and accessible policies and procedures for Appeals and Hearings in conjunction with the PCIMS;
- On-street parking, includes regulatory enforcement of the six hundred forty-nine (649) metered and non-metered parking spaces {and meter collections, meter maintenance and repairs as needed};
- Ft. Trumbull Parking Zone [three-hundred fifty-five (355) permitted spaces];
- Ft. Trumbull Surface Lot [one-hundred (100) contracted spaces];
- Green Harbor Lot {eighteen (18) permitted spaces};
- Julian Lot [one hundred forty (140) chargeable seasonal spaces].
- O'Neill-Tilley Lot [two-hundred one (201) metered spaces including fifty (50) permitted spaces];
- Marina Lot [one-hundred forty-nine (149) metered spaces];
- Water Street Garage Surface Lot [thirty (30) parking spaces including three (3) public spaces at no charge]; and
- Water Street Garage parking structure [nine hundred ten (910) parking spaces].

(THE REMAINDER HAS BEEN INTENTIONALLY LEFT BLANK)

2.3 Key Objectives of this Procurement

In support of NLPA's stated goals, the implementation of the Contract emanating from this RFQ/P will, among other things, result in:

- A high degree of customer service provided to parking patrons;
- An efficient public parking system that contains expenses and maximizes revenue potential;
- A public parking system that leverages technology to its fullest; and,
- Partnership(s) that NLPA can rely on for creative marketing and problem solving that serves the City's and public interest.

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Section 3. RFQ/P Schedule and Process

3.1 Schedule

The timing and sequence of procurement events associated with this RFQ/P will be determined solely by the NLPA. The NLPA will be using Competitive Negotiation for this procurement as stated in this RFQ/P, and as such, has developed a schedule regarding the preparation of Responses and other events. These dates may be subject to change.

The key events and deadlines for this RFQ/P process are as follows, some of which are set forth in more detail in the Sections of this RFQ/P that follow:

| Date | Event |
|--|--|
| March 1st, 2023 | <u>Issuance of RFQ/P #2023-09 CONL.</u> |
| March 1st TO April 11 TH , 2023, 4:00 P.M. | <u>Submission of Written Questions.</u> |
| March 28 th , 2023, 10:00 A.M. | <u>Mandatory Respondent Conference. The NLPA reserves the right to change date as needed.</u> Meet promptly at 181 State Street, New London, CT 06320 |
| April 14 TH , 2023, 4:00 P.M. | <u>Date NLPA's Response to Written Questions to be issued via addendum and posted to all websites.</u> |
| April 27 TH , 2023 | <u>Responses Due 2:00 P.M. EDT on April 27TH, 2023.</u> Public bid opening to take place 13 Masonic Street, New London, CT 06320. |
| May 1 ST , 2023 | <u>Commencement of RFQ/P # 2023-09 CONL Evaluation Process.</u> |
| Week of May 8 TH , 2023 | <u>Optional Demonstrations and/or Interviews as needed.</u> |
| Week of May 8 TH , 2023 | <u>Commencement of Optional Meetings with Respondents.</u> |
| May 18 TH , 2023 | <u>Recommendation to NLPA Board, City Council, and Commencement of Negotiations of the Contract.</u> NLPA will commence negotiations with the selected Respondent on this date. Details of the process and location shall be shared with the selected Respondent shortly before that date. |
| June 5 TH , 2023 | <u>Execution of the Contract.</u> |
| July 1 ST , 2023 | <u>Projected Start Date.</u> NLPA desires to have the Contractor commence work at the earliest possible date. |

3.1.1 Submission of Written Questions.

During this period, Respondents are permitted to submit written questions to "Point of Contact" for this RFQ/P. If NLPA determines it is in its best interest to do so, it may increase both the question and response periods. All questions shall be submitted via email to the Point of Contact in the manner set forth in Section 3.4.

3.1.2 -NLPA's Response to Written Questions.

Throughout this period, NLPA will provide its responses to the written questions submitted by Respondents, and when possible, will do so within forty-eight (48) hours, at which time NLPA will issue an addendum to all Respondents. NLPA reserves the right to not answer

certain questions if it determines that such questions are not pertinent to this procurement and/or RFQ/P.

3.1.3 Responses Due.

Responses are due by 2:00 P.M. EDT on April 27TH, 2023, at the address set forth in Section 3.3 of this RFQ/P, along with a signed Transmittal Letter, and all required forms and documents as set forth in Section 9.13. All Responses will be time-stamped upon receipt and held in a secure location until this date. **Responses submitted after this date will not be accepted and will be returned unopened.**

3.1.3.1 A Public Opening of Responses Will Be Held.

A public bid opening will take place on the date and time responses are due. Bid opening will take place at 13 Masonic Street, New London, CT 06320. Copies of Responses may be obtained as prescribed by the State of Connecticut (ST of CT) Freedom of Information Act (FOIA) after contract negotiations with the successful Respondent are concluded.

3.1.4 Commencement of RFQ/P Evaluation Process.

At this time, NLPA will review each Response for compliance with the instructions and conditions set forth in this RFQ/P and the attachments hereto. NLPA, at its option, may seek Respondent retraction and clarification of any discrepancy/contradiction found during its review of Responses. At a minimum, Respondents must:

- 3.1.4.1** Provide information that demonstrates financial soundness;
- 3.1.4.2** Provide a complete Response, including all required forms and signatures;
- 3.1.4.3** Agree to Response conditions and the RFQ/P process; and,
- 3.1.4.4** Comply with RFQ/P format.

Any Response that is not in compliance with the foregoing requirements may be eliminated from consideration and such Respondents will be notified promptly.

Additionally, during this period, the Evaluation Committee will conduct a full detailed evaluation of Responses that have complied with the RFQ/P requirements. The evaluations will be based on the evaluation criteria set forth in Section 7 of this RFQ/P.

3.1.5 Commencement of RFQ/P Evaluation Process.

At this time, NLPA will review each Response for compliance with the instructions and conditions set forth in this RFQ/P and the attachments hereto. NLPA, at its option, may seek Respondent retraction and clarification of any discrepancy/contradiction found during its review of Responses. At a minimum, Respondents must:

3.1.6 Commencement of RFQ/P Evaluation Process.

At this time, NLPA will review each Response for compliance with the instructions and conditions set forth in this RFQ/P and the attachments hereto. NLPA, at its option, may

seek Respondent retraction and clarification of any discrepancy/contradiction found during its review of Responses. At a minimum, Respondents must:

- 3.1.6.1** Provide information that demonstrates financial soundness;
- 3.1.6.2** Provide a complete Response, including all required forms and signatures;
- 3.1.6.3** Agree to Response conditions and the RFQ/P process; and,
- 3.1.6.4** Comply with RFQ/P format.

Any Response that is not in compliance with the foregoing requirements may be eliminated from consideration and such Respondents will be notified promptly.

Additionally, during this period, the Evaluation Committee will conduct a full detailed evaluation of Responses that have complied with the RFQ/P requirements. The evaluations will be based on the evaluation criteria set forth in Section 7 of this RFQ/P.

3.1.7 Commence Meetings with Respondents.

Following the optional Response presentations and the receipt of any follow-up questions, NLPA will determine whether it is in its best interest to issue a Request for Best and Final Responses (“BAFR”) or to complete the evaluation process with the Responses and additional insights, knowledge, and information it has received to date. Prior to the issuance of a BAFR, and if NLPA determines it is in its best interest to do so, NLPA may schedule site visits to one (1) or more of Respondent-sites which are representative of the services requested under this RFQ/P, in order to assess the validity of claims, observe actual operations or for any other matter that will support NLPA in its effort to determine the most qualified Respondent.

3.1.8 Recommendation to Board of Commissioners/City Council.

At the completion of the evaluation, the Evaluation Committee will make a final recommendation to the NLPA Board of Commissioners/City Council. The NLPA Director/Board of Commissioners will select, in the order of their respective qualification rankings, no fewer than two (2) acceptable Respondents deemed by the NLPA Director/Board of Commissioners to be the most advantageous to NLPA for providing the required services. The Director/NLPA Board of Commissioners will then present a draft Contract, prepared by City’s Director of Law, to the Respondent whose Response is deemed by the Board to be the most advantageous to NLPA, and will attempt to negotiate a Contract with such Respondent in accordance with the applicable law and regulations. Upon failure to negotiate a Contract with such Respondent, the Evaluation Committee may continue the negotiation process and award the right to negotiate such a Contract to the Respondent next most advantageous to NLPA, and so on until the Contract is awarded. Should the Evaluation Committee be unable to negotiate a Contract with any of the acceptable Respondents initially selected, Responses may be resolicited or additional Respondents may be selected based on the original, acceptable Responses in order of the respective qualification rankings, and negotiations may continue.

3.1.9 Contract Negotiations and Execution.

NLPA intends to enter into a comprehensive Contract with the selected Respondent, whereby the selected Respondent shall provide all services necessary to fulfill all of the requirements specified in this RFQ/P. The proposed Contract will be provided to the selected Respondent at the time of notification. NLPA will only sign a Contract with a

single entity that will be the Contractor, responsible for all of its Contractor Parties, partners', and Subcontractors' work and fully responsible for the development and implementation of all services and deliverables to NLPA.

The Contract shall, at a minimum, contain terms and conditions normally associated with transactions of this nature including scope of services, minimum acceptable service levels and requirements, and remedies for failure to perform. The details of determining minimum acceptable service levels shall be subject to discussion with the selected Respondent.

3.2 Mandatory Respondent Conference

The Mandatory Respondent Conference will be held for this procurement on Friday, **March 28th, 2023, at 10:00 A.M. EDT**, as set forth in this RFQ/P:

New London Parking Authority
City of New London
Ante Room -3rd Floor
181 State Street
New London, CT 06320

3.3 NLPA Point of Contact

Unless otherwise specified Joshua Montague at jmontague@newlondonct.org (e-mail address) is the only Point of Contact for purposes of this RFQ/P and subsequent Responses. All questions shall be emailed. No questions may be asked of any person other than the Point of Contact.

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3.4 Respondent Questions, Interpretations, Addenda and NLPA Response

NLPA intends to answer questions from any Respondent that is considering submitting a Response. However, no interpretation or clarification of any part of this RFQ/P will be made orally to any Respondent. Questions received by The Point of Contact up until **April 11TH, 2023 at 4:00 P.M. EDT** will be answered. *All such questions must be addressed via email, to NLPA's Point of Contact. NLPA will not respond to telephone inquiries or visits by Respondents or their representatives regarding any aspect of the RFQ/P.*

In order to ensure proper processing of Respondent questions, Respondents must include reference to RFQ/P #2023-09 CONL on the subject line of the email message and shall reference the RFQ/P Section/subsection (e.g., Section 3.4 Respondent Questions, etc.) Questions must be written in twelve (12) point Times New Roman font, and included as an attachment to the email. NLPA will endeavor to issue responses to Respondent questions within a week of receipt unless they have to be researched. If questions have to be researched, all Respondents will receive notification thereof. Furthermore, NLPA will endeavor to issue responses to all Respondent questions via addendum and posting to applicable websites on or about April 14TH, 2023. Clarifications or interpretations and any supplemental instructions, if issued, will be issued in the form of written Addenda by email to all parties. Each Respondent shall be responsible for determining that it has received all Addenda issued. Any and all Addenda will be issued to all Respondents and shall become part of this RFQ/P. NLPA will not be responsible for, and a Respondent may not rely upon or use as the basis of a claim against NLPA or any consultant of NLPA, any information, explanation, or interpretation of the RFQ/P rendered in any fashion except as herein provided.

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Section 4. Evaluation Process

4.1 Evaluation Committee and Selection Process

The Evaluation Committee (“EC”) will review the responses submitted in response to this RFQ/P. The EC will develop a short list of at least two (2) firms. All Respondents will then be notified in writing. At its discretion, the EC will then interview the selected Respondents as needed. Respondents selected for interview will be required to present their qualifications to the EC and demonstrate to the EC why their {parking management} firm is most qualified to manage and operate the NLPA’s off-street and on-street services. Respondents will be given up to ninety (90) minutes to present their material. The EC will reserve their questions until the end of the presentation. The EC will evaluate the Responses on the proven ability of each Respondent to perform the requested services and any other factor or criterion that the EC may deem relevant or pertinent for its evaluation of such responses.

A scope and contract review meeting with the Finalist shall be held to determine compliance. Upon completion of a successful scope review, a recommendation will be made by the EC to the NLPA Board of Commissioners and City Council.

The award of the contract for the services will be made, if at all, to the Respondent whose evaluation and recommendation by the EC to the NLPA meet requirements in this RFQ/P and it is determined that such an award to such Respondent is in the best interests of the NLPA and the City. However, the selection of the Respondent and the execution of a negotiated contract, while anticipated, is not guaranteed. NLPA reserves the right to reject any or all of the Responses, or parts thereof, and/or to waive any informality or informalities in any of the Responses or the procurement process for this RFQ/P, if such rejection or waiver is deemed in the best interests of the NLPA and the City. Neither the NLPA, the City, nor any of their respective officers, directors, employees and/or authorized agents shall be liable for any claims or damage resulting from the evaluation, selection, non-selection, or rejection of any Respondent’s Response to this RFQ/P.

4.2 Cost Response Evaluation

4.2.1 Respondent Cost Worksheets.

Respondent Cost Worksheets are included in **Schedule B**. **Schedule B** must be filled out without changes, amendments, or deletions to the form itself. It must be placed in a separate, sealed envelope that is clearly marked with the Respondent’s name, RFQ/P Number and the words “**2023-09 CONL CONFIDENTIAL COST RESPONSE WORKSHEET**”

4.3 Best and Final Responses

If NLPA determines that it is in its best interest to enter a BAFR process it will do so in accordance with established standards for Competitive Negotiation, as established and available on-line in Article IV, Chapter 2: Administration, Purchases and Contracts of the New London Code, as may be amended from time to time.

Section 5. Scope of Services and Selected Contractor Tasks: On-Street Parking Services

5.1 Basic Services

This Scope of Services outlines expectations and requirements to operate the City's on-street parking operations. Operational changes are permitted in accordance with revisions to the New London Code by the Court of Common Council or policy changes enacted by the NLPA Board of Commissioners. The Response shall set forth costs for operation changes outside the scope of this RFQ/P and shall define such category of change.

Each deliverable shall be delivered to the NLPA in a timely manner and in accordance with the mutually agreed contract schedule. In the Response, each Respondent shall address each provision and required services, as set forth in the scope of services; and, if not, please explain why not. The Contractor, at a minimum, shall:

- 5.1.1 Provide a detailed annual budget outlining all anticipated expenses and revenues no later than November 1st of each year. The budget must be prepared on a July 1st to June 30th fiscal year basis. Said budget shall estimate all revenues and expenses for the ensuing fiscal year. The NLPA must approve the Contractor's budget prior to implementation and the Contractor must adhere to the budget unless approved by the NLPA. The Contractor must obtain approval from the NLPA for all costs, expenses and/or fees not included in the Contractor's budget before incurring such expenses.
- 5.1.2 Provide monthly revenue and expense statements to the NLPA's Director and any other documentation detailing revenue and expenses due in connection with services performed.
- 5.1.3 Collect revenues from meter operations and parking citation fines, fees, and penalties. The Contractor shall deposit daily or as required on-street and off-street parking revenues directly into a NLPA designated bank account as directed by the NLPA or the City.
- 5.1.4 The Contractor shall provide an annual certified financial and management audit of its performance prepared by an independent certified public accountant firm approved by the NLPA and/or the City, at the Contractor's cost which shall not be passed on to the NLPA.
- 5.1.5 Perform services in accordance with Operating Standards, (See **Schedule A**), which shall require the development of an Operations and Management Plan and Standard Operating Procedures.
- 5.1.6 Make recommendations for additional locations for on-street enforcement and meter service opportunities.
- 5.1.7 Provide for all vehicle(s) and related equipment, fueling, repair and maintenance costs.

- 5.1.8 Conduct operations from and maintain the OPM, located at 160 Market Street within the Water Street Garage.
- 5.1.9 Bear the cost of land-line and mobile phone service.
- 5.1.10 Provide insurance for every aspect of the Contractor's operations and for all equipment in accordance with contract requirements.
- 5.1.11 Comply with the City's Minimum Wage Ordinance No. 03-03-14-4 (Schedule F).

5.2 On-Street Parking Operations and Management

The Contractor shall provide the adequate and necessary number of employees or other staff with the proper training, background, and experience to carry out services such as ticket issuance and Appeal scheduling, meter collection and maintenance, data entry, payment application(s), refund processing and other necessary customer service related functions.

The following is a summary of the major functions, features and services expected to be performed and provided by the Contractor utilizing the PCIMS, as outlined in Section 5.2.7. The Contractor shall, at a minimum, be capable of providing the parking industry standard for these functions, features and services, as well as provide comparable functions, services and features offered and used by comparable or larger municipalities.

In addition to the following Sections, the Contractor shall operate on-street services in accordance with NLPA approved Operating Standards (See, **Schedule A**). In the event of a conflict between this Scope of Services and the Operating Standards, the Operating Standards control.

5.2.1 Contract Area. The contract area for parking enforcement will include the entire city as defined by the City's corporate boundaries within New London County including but not limited to the City's metered, non-metered and/or permitted approximately one thousand three hundred (1,300) parking space in the Center City District, Central Business District, Ft. Trumbull, Municipal Lots, and vicinity of L & M Hospital locations.

Although specific enforcement areas are noted above, day-to-day enforcement requirements are a changing dynamic. Therefore, the Contractor shall maintain flexibility in making assignments/patrols and coordinate assignments/patrols with the NLPA regularly.

5.2.1.1 Expansion of Metered, Non-Metered and Permitted Spaces. **Schedule C**, attached hereto, sets forth the existing metered, non-metered and permitted service areas along with the anticipated metered expansion which will be covered by the Contract. If, during the term of the contract, the NLPA expands its metered service operations in existing areas, the parties may agree to include additional metered spaces using the terms and conditions of this Contract. Any expansion of existing metered service operations by less than five hundred fifty (550) metered spaces in existing areas requested by the NLPA shall be undertaken by the Contractor with no change to the initial Management Fee.

Any such expansion in excess of five hundred fifty (550) metered spaces shall be undertaken at an additional reasonable Management Fee to be negotiated between the NLPA and the Contractor at such time. Should the parties fail to reach an agreement to provide such expanded services within a reasonable time, the NLPA shall have the right to put the management of any expansion out to response using its internal procurement guidelines.

If, during the term of the contract, the NLPA expands its metered service operations to neighborhood business districts, the parties may agree to include such spaces using the terms and conditions of this Contract. Any such expansion of metered service operations shall be undertaken at an additional reasonable Management Fee for each neighborhood business district to be negotiated between the NLPA and the Contractor at such time. Should the parties fail to reach an agreement to provide such expanded services within a reasonable time, the NLPA shall have the right to put the management of any expansion out to response using its internal procurement guidelines.

- 5.2.2.2 Ft. Trumbull Lot.** The Ft. Trumbull Lot consists of one-hundred (100) parking spaces contracted month-to-month to a third party. These contracted parking space shall remain for public use; are included in the NLPA's inventory of permitted spaces; and enforced/managed in the same manner as all other traditional on-street metered spaces.
- 5.2.2.3 Ft. Trumbull Parking Zone.** The Ft. Trumbull Parking Zone consists of three-hundred fifty-five (355) on-street parking spaces. Three-hundred (300) are available for permitted and fifty-five (55) non-metered/permitted shall remain for public use; are included in the NLPA's inventory of metered/permitted spaces; and enforced/managed in the same manner as all other traditional on-street metered spaces.
- 5.2.2.4 O'Neill-Tilley Lot.** The O'Neill-Tilley Lot consists of two hundred-one (201) metered parking spaces divided in four (4) parcels: MP1, MP2, MP3, and MP4. Forty-three (43) spaces are available for permitted parking. One hundred fifty-eight (158) spaces shall remain for public use; are included in the NLPA's inventory of metered/permitted spaces; and enforced/managed in the same manner as all traditional on-street metered spaces.
- 5.2.2.5 Marina Lot.** The Marina Lot include one-hundred forty-nine (149) metered/permitted] for public use; are included in the NLPA's inventory of metered/permitted spaces; and enforced/managed in the same manner as all other traditional on-street metered spaces.
- 5.2.2.6 Green Harbor Lot.** The Green Harbor Lot include eighteen (18) non-metered/permitted spaces for public use; are included in the NLPA's inventory of metered/permitted spaces; and enforced/managed in the same manner as all other traditional on-street metered spaces.
- 5.2.2.7 Surface Lot General Maintenance.** In addition to collections and enforcement, the Contractor shall be responsible for providing the

following general cleaning and maintenance of the Green Harbor Lot as directed, including, but not limited to:

- 5.2.2.7.1 Power washing vehicular entrances/exits and painting curbs;
- 5.2.2.7.2 Sweeping, maintaining, and cleaning including snow removal from entrances/exits, fencing, landscape, and pedestrian walkways;
- 5.2.2.7.3 Cleaning light fixtures, meters, and signs;
- 5.2.2.7.4 Collecting trash on a daily basis;
- 5.2.2.7.5 Perform daily inspection to confirm that maintenance is done and to identify potential pedestrian hazards.
- 5.2.2.7.6 Power washing vehicular entrances/exits and painting curbs;
- 5.2.2.7.7 Sweeping, maintaining, and cleaning including snow removal from entrances/exits, fencing, landscape, and pedestrian walkways;
- 5.2.2.7.8 Cleaning light fixtures, meters, and signs;
- 5.2.2.7.9 Collecting trash on a daily basis;
- 5.2.2.7.10 Perform daily inspection to confirm that maintenance is done and to identify potential pedestrian hazards.

5.2.2 On-Street Parking Regulatory Enforcement. The Contractor shall ensure that its Parking Ambassadors provide exceptional and courteous customer service to consumers, motorists, and pedestrians and are trained to provide useful parking related information to citizens, visitors, and business owners, such as the location of civic agencies, city attractions, key sites, parking facilities, special event parking and transportation options.

The Contractor shall also have or contract for the necessary facilities to adequately safeguard any coinage approved for overnight storage on an emergency basis. Prior to and after award, the NLPA shall have the right to inspect, from time to time, the Contractor's facilities in order to ensure that such facilities are sufficient.

The Contractor shall be responsible for providing, at a minimum, the following services:

- 5.2.2.1 Assisting and consulting with the NLPA as necessary in any design, function, or marketing of the NLPA's on-street parking programs.
- 5.2.2.2 Assisting the NLPA in implementing changes to its on-street parking program, including working with downtown businesses, neighborhood groups and other organizations as needed.
- 5.2.2.3 All necessary equipment, including support vehicles, computers, and enforcement equipment.
- 5.2.2.4 Adequate personnel for the issuance of parking violation citations at the maximum level of enforcement citywide.

- 5.2.2.5 Sufficient staff to enforce street cleaning routes; handicap, hourly, loading, peak period, prohibited, and towing zones; and other parking regulations in accordance with the New London Code, as may be amended from time to time. All on-street parking regulations, fines and fees are available in the Chapter 20 of the City's Code which can be accessed at www.newlondonct.org.
- 5.2.2.6 Specialized customer service training for all administrative and enforcement personnel.
- 5.2.2.7 Weekly, monthly, quarterly, and annual reports as required by the NLPA.
- 5.2.2.8 Notice to the NLPA of any dangerous conditions to consumers, motorists, pedestrians, automobiles, and property owners immediately.
- 5.2.2.9 Recommendations to enhance the overall on-street parking program.
- 5.2.2.10 Staffing plan for metered/permitted parking enforcement and all other on-street parking regulations and issuing parking citations.

5.2.3 Handheld Devices. Parking citations shall be issued through handheld devices ("Handhelds") provided by the City's PCIMS Contractor. A minimum of three (3) Handhelds shall be provided to the Parking Ambassadors who, in effect, operates under the NLPA and the City policies.

The City's PCIMS Contractor has provided the NLPA with a written description of the Handhelds operation, available accessories, and related functions and how the handhelds interfaces with the PCIMS. The selected Contractor shall document, in detail, the performance capabilities and specifications of the City's PCIMS Contractor Handhelds which shall be utilized in the Contract. At a minimum, the City's PCIMS Contractor Handhelds shall:

- 5.2.3.1 Be capable of (a) performing all industry standard functions necessary to maximize efficient citation issuance and data accuracy; (b) programming certain data fields and have specific character requirements to prevent bypassing required data collection fields; (c) issuing citations with barcodes; and, (d) taking up to three (3) pictures per citation and storing the pictures with the associated parking citation.
- 5.2.3.2 Have features such as automatic pre-fill of street names; meter/non-metered/permitted locations; vehicle makes, models, and registrations; and other commonly used data fields to minimize repetitive input.
- 5.2.3.3 Be able to prompt for required fields that have not been entered and prevent the issuance of an incomplete ticket without acknowledgment by the issuing individual.

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- 5.2.3.4 Be proven to endure harsh climates similar to the weather experienced in the Northeast and the physical hazards and environments to be encountered on the street (dropping, water, dirt, etc.).
 - 5.2.3.5 Be able to perform full shifts of eight (8) hours without exchanging power supplies.
 - 5.2.3.6 Have the ability to hold all city street names, meter/non-metered/permitted numbers, and "Hot Lists" such as scofflaws and stolen plates.
 - 5.2.4 **Parking Meter Collections.**
 - 5.2.4.1 The Contractor shall provide collection services for multi-space and single space parking meters in various locations in the city utilizing Just-In-Time routes and schedules approved by the NLPA.
 - 5.2.4.2 The Contractor shall maintain an adequate inventory of collection canisters and a coin counter. Canisters will be used to collect coins that are located within sealed canister/cans/coin-boxes/vaults inside the parking meters. Only in an emergency situation and with the prior approval of the NLPA, may the Contractor keep or store the canister/cans/coin-boxes/vaults overnight. Upon expiration or termination of the Contract, the ownership of schedules, maps, keys, canister/cans/coin boxes/vaults and carts shall remain with the NLPA. However, the Contractor shall replace and maintain all collection equipment in operational condition. The NLPA reserves the right to modify the arrangement at any time. The Contractor shall collect, count, and deposit the revenue of each meter and kiosk based on a Just-In-Time schedule as required by volume and location. The Contractor shall deposit all collections on a daily basis or as specified by the NLPA into the NLPA's designated bank account.
 - 5.2.4.3 The Contractor shall bear the expense of the vehicle(s) that will be placed in service, which shall include Global Positioning System ("GPS") tracking for safety purposes. At any time, without notice, during the term of the Contract, the NLPA reserves the right to inspect and approve the vehicle(s).
 - 5.2.4.4 The Contractor shall employ all of the safety procedures and devices necessary to transport coins safely from parking meters to a bank accounts designated by the NLPA. The NLPA will consider responses to utilize more collectors over fewer days per week as needed.
 - 5.2.4.5 The NLPA shall approve all equipment provided by the Contractor, including secured and alarmed vaults within the OPM to store meter revenue and citation payments.

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- 5.2.4.6** The Contractor shall bear responsibility for all canister/cans/coin-boxes/vaults and corresponding keys or locks in the performance of its duties. Should keys or locks fail while a canister/can/coin-box/vault door is open, the Contractor shall report the failure, date, time, and location on forms provided by the NLPA and shall continue collections.
- 5.2.4.7** The Contractor shall record and report the number and location of any and all meters which are inoperative (i.e., jammed, bagged, etc.) or damaged, and then repaired. The Contractor shall submit all reports to the NLPA when the Contractor has completed daily collections. While in the process of meter collection, the Contractor shall ensure that coins which fall from the meter housing are immediately deposited into the collection canister/can/coin-box/vault. Under no circumstances will a collector place these retrieved coins on his or her person.
- 5.2.4.8** The Contractor shall make meter collections in accordance with the Contractor's procedures and recommendations approved by the NLPA. The Just-In-Time schedule and collection frequency will change periodically as required by normal meter installations, removals, parking demands, rate changes, construction or protection features as required by the NLPA. The Annual Management Fee ("AMF") shall not be subject to modification in the event of changes under this Section. The NLPA also reserves the right to change the Just-In-Time collection schedule at any time and may adjust the frequency and timing of collections and/or routes as the meter population increases/decreases. Collections shall not be performed on bank, city, federal or NLPA holidays. Parking meters that normally would be collected on those days will be reassigned to other days of the week.
- 5.2.4.9** The Contractor shall ensure that all canister/can/coin-box/vault keys, when not stored temporarily (in a secure fashion) inside the Contractor's collection office or counting room, shall be securely fastened to the collector's person by suitable fastening devices to prevent accidental loss. All collection containers shall remain secure during daily collections. The NLPA reserves the right to inspect the collection office, counting room and vehicle(s) to ensure that the canisters/cans/coin-boxes/vaults are secure and safeguarded.
- 5.2.4.10** The Contractor shall permit the NLPA to monitor closely the collection operation and to make other security investigations. The Contractor shall assist and cooperate in any investigations undertaken by the NLPA, the City's Police Department or any authorized law enforcement agency. The Contractor shall monitor the Contractor's own collections and report to the NLPA on these investigations as needed.

5.2.4.11 The NLPA reserves the right to collect, with its own personnel, from any meter or number of meters, at any particular time, without compensation to the Contractor. However, the NLPA will give notice of such to the Contractor in a timely manner. Collections by NLPA personnel because of nonperformance or unexcused delay by the Contractor in performance of its contracted services may cause the NLPA to consider the Contractor to be in a material default of the Contract.

5.2.5 Parking Citation Management. The Contractor shall provide parking citation management support services that include, but are not limited to, the following:

5.2.5.1 Administrative support for Hearing Officers as it pertains to the adjudication of contested parking citations.

5.2.5.2 Citation and Hearing notice issuance, tracking Appeals, revenue collections and coordination with the City's Police Department for towing by the City's towing contractors.

5.2.5.3 Operation of the City's Contractor's PCIMS and document/report any and all maintenance requirements.

5.2.5.4 Coordination of all paper goods and postage related to parking citation management services (i.e., ticket books, paper stock, letterhead, envelopes, etc.) with the City's PCIMS Contractor and/or NLPA.

5.2.5.5 Data entry of revenue collections for parking citations issued and scheduling/tracking related correspondence, including but not limited to Appeals and Hearing notices as required by law.

5.2.5.6 Management analysis and technical support including professional consulting services for parking management initiatives, as needed.

5.2.5.7 Access to all departments responsible for the management and administration of motor vehicle titles, registration, and licensing in the entirety of the United States and Canada.

5.2.5.8 Monitoring registration holds with the ST of CT Department of Motor Vehicles ("DMV") of equivalent agency within the entirety of the United States and Canada.

5.2.5.9 Implementation of the latest advanced technologies that support diverse parking management functions.

5.2.5.10 Coordination of web page development and internet payment capabilities.

5.2.5.11 Digital imaging and ad hoc reporting capabilities, as needed.

5.2.5.12 Administrative support for Hearing Officers as it pertains to the adjudication of Appealed parking citations.

5.2.6 Parking Citation Information Management System. The primary responsibility of the Contractor shall be to operate the NLPA's current PCIMS covering all requested aspects of this RFQ/P including but not limited to: all necessary personnel and support services.

5.2.7 Support Service Objectives. The Contractor shall, at a minimum, be capable of providing the parking industry standard of these functions, features and services, as well as provide comparable functions, services and features offered and used by comparable or larger municipalities that have current contracts with the Contractor.

The following is a summary of the major functions, features and services expected by the NLPA and City offices to be performed and provided by the Contractor:

5.2.7.1 Providing reporting on operational performance, productivity in the areas of: citation issuance, processing and collections and meter collections. Providing reporting on statistical and financial information for analysis and management review of transactions associated with citation issuance, processing, and collections. Providing comprehensive accounting principles and audit procedures necessary for revenue control. Providing professional, clear, prompt, and efficient customer service. **Appeals Hearings.** The Contractor shall coordinate the scheduling and decision notification of Appeals and Hearings. Hearings Officers, retained by and working under direction of the NLPA and City's Administration will have access at the Hearing documentation including but not limited to the individual's citation history maintained in hardcopy or a networked computer at the Contractor's local customer service office ("OPM"). The Hearing Officer will render a final decision and the Fiscal Assistant shall enter the proper transactions into the PCIMS pursuant to state statute and city ordinance. Any fines, fees, penalties, or adjustments applicable when the citations are adjudicated and taken off hold will be due within a specified time period or the fine will begin to escalate and the applicable noticing process will apply. All procedures will be carried out in accordance with the New London Code and other applicable State and Federal Statutes, all of which may be amended from time to time.

5.2.9 Meter Management. The Contractor shall specify parking meters (multi- or single-space), provide separate RFQ/P administration assistance to the NLPA, and oversee the installation of new parking meters as needed. All parking meters and meter related equipment shall be the property of the NLPA. The Contractor shall also be responsible for re-keying all parking meters during the first sixty (60) days under contract and painting all meter polls within four (4) months of commencement of Work under the contract that emanates from this RFQ/P as needed.

The Meter Management Subsystem ("Meter Subsystem"), at a minimum, shall record the following meter information: meter maintenance performed, revenue collected, preventative maintenance and collection schedules, meter inventory

(number, location), maintenance and collection routes, meter bagging, meter outages and work order history.

The Meter Subsystem shall be capable of tracking, maintaining, and generating reports on all relevant meter related data. The Contractor shall be responsible for providing personnel to perform all field and office operations needed to operate a meter program such as:

- 5.2.9.1 Meter maintenance;
- 5.2.9.2 Meter security (internal and external);
- 5.2.9.3 Adequacy of supplies i.e., receipts for multi-space parking meters;
- 5.2.9.4 Fresh batteries for meters;
- 5.2.9.5 Meter signage;
- 5.2.9.6 Meter collections;
- 5.2.9.7 Meter auditing;
- 5.2.9.8 Meter counting and depositing; and,
- 5.2.9.9 Meter administrative functions.

The Meter Subsystem, at a minimum, will track inventory, complaints, outages, and repairs. It will be integrated with the ticket data to insure timely and accurate customer service response and appeal support. Once the Meter Subsystem records a meter outage, a work order will be automatically generated and will remain open until the meter is repaired. Handheld devices shall be able to capture basic information such as collection amounts and times and repair data from the meters.

5.2.10 Regulated Parking Sign Management. There will be a Signage Subsystem that will inventory all signs that regulate on-street parking. It will track removal, additions and maintenance performed by the City's Department of Public Works (DPW) and coordinated by the NLPA and DPW. Information recorded will include location, sign type (Tow Zone, Handicapped, No Parking, etc.) time limit assigned (if applicable), date installed, date removed, date recorded into Signage Subsystem. Efforts shall be coordinated through the NLPA and DPW to establish an effective procedure to monitor parking sign removals, installations, and requests.

5.2.11 Immobilization and Enforcement of Scofflaw Violations. The NLPA does not perform immobilization, but does operate a Scofflaw Program with the City's Police Department. The Contractor shall coordinate the Scofflaw Program activities with the Police Department. Please describe the firm's experience in administering a Parking Enforcement Immobilization Program that enables enforcement officers to verify outstanding parking citations by electronically scanning license plates and immobilize any vehicle with six (6) or more unpaid parking citations. In the event NLPA is authorized to proceed with

such a program the Contractor shall work with the NLPA in the development of such program.

5.2.12 Permit Management - Residential Permit Parking. NLPA administers a Residential Permit Parking (“RPP”). Please describe the firm’s experience managing such a program(s) and provide details regarding features, functions, and capabilities. The Contractor shall work with the NLPA in the development of a more comprehensive program.

5.2.13 On-Street Parking Consulting and Public Relations. The Contractor shall have parking management consulting experience and resources available to assist the NLPA in providing the highest quality on-street parking services possible. List the types of services that have been successfully provided to other urban jurisdictions. Specifically, the Contractor shall be expected to assist the NLPA in educating the public in connection with on-street parking matters.

5.2.14 Customer Service. The ability to professionally, effectively, and efficiently handle customers is of extreme importance to the NLPA. The Contractor will be representing the NLPA and the City. A customer service center shall be located at the Contractor’s main New London site and be open to the public during normal business hours 9:00 AM to 5:00 PM, **Weekdays except for federal holidays**. The Contractor will work with the NLPA to provide alternative points of contact such as telephone IVR, remote kiosks and the Internet, that allow customers to obtain citation specific information and make payments. Describe in detail, the features, functions, and capabilities that have been successfully provided to other urban jurisdictions.

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Section 6. Scope of Services and Selected Contractor Tasks: Off-Street Parking Services

6.1 Basic Services

This Scope of Services outlines expectations and requirements to operate the City of New London's off street parking operations at the Water Street Garage ("Garage"), Julian Surface Parking Lot ("Julian Lot") and three (3) Municipal Parking Lots ("Green Harbor", "O'Neill-Tilley" and "Pequot Avenue"). Changes are permitted in accordance with revisions to the New London Code by the City Council or policy changes enacted by the NLPA's Board of Commissioners.

Each deliverable shall be provided to the NLPA in a timely manner and in accordance with the contract schedule. In its response, each Respondent shall address each provision and required services, as set forth in the scope of services; and, if not, please explain why not. The Contractor, at a minimum, shall:

- 6.1.1 Provide a detailed annual budget outlining all anticipated expenses and revenues no later than January 1 of each year. The budget must be prepared on the basis of a fiscal year that commenced on July 1st and ends on June 30th. The NLPA must approve the Contractor's budget prior to implementation and the Contractor must adhere to the budget unless approved by the NLPA. The Contractor must obtain approval from the NLPA for all expenses not included in the Contractor's budget before incurring such expenses.
- 6.1.2 Provide monthly revenue and expense statements to the NLPA's Director and any other documentation detailing fees and/or costs due in connection with services performed.
- 6.1.3 Collect revenues from the parking facilities' operations. The Contractor shall deposit daily revenues directly into a NLPA designated bank account as directed by the NLPA.
- 6.1.4 The Contractor shall provide an annual certified financial and management audit of its performance prepared by an independent certified public accountant firm approved by the NLPA, at the Contractor's cost.
- 6.1.5 Perform services in accordance with Operating Standards, (See, **Schedule A**), which will require the development of an Operations and Management Plan and Standard Operating Procedures.
- 6.1.6 Make recommendations to improve the parking facilities operations.
- 6.1.7 Provide for all vehicle(s) and related equipment, fueling, repair and maintenance costs, at the Contractor's cost.
- 6.1.8 Maintain and conduct operations from the parking management office.
- 6.1.9 Bear the cost of land-line and mobile phone service, at the Contractor's cost.

6.1.10 Provide insurance for every aspect of the Contractor's operations and for all equipment in accordance with contract requirements.

6.1.11 Comply with the City of New London's Minimum Wage Ordinance No. 03-03-14-4 (Schedule F).

6.2 Off-Street Parking Operations and Management

In addition to the following Sections, the Contractor shall operate and manage the parking facilities in accordance with NLPA approved Operating Standards (See, **Schedule A**). In the event of a conflict between this Scope of Services and the Operating Standards, the Operating Standards control.

6.2.1 Staffing. The Contractor shall be responsible for a staffing plan for personnel management and shall hire, train, and supervise a sufficient number of personnel to operate the parking facilities in accordance with this Scope of Services, Operating Standards (See, **Schedule A**) and commonly accepted parking industry standards. If requested by the NLPA, the Contractor shall have background checks conducted and submitted for review, in accordance with applicable law.

The NLPA requires the Contractor to consider hiring existing staff as a means of promoting continuity with operations. However, if the Contractor does not consider an existing staff member to be qualified, they are not required nor bound to hire existing staff.

6.2.2 Customer Service and Satisfaction. The Contractor shall provide customer service training to all its personnel to promote the highest level of professionalism and customer service in order to ensure all personnel of the Contractor render the utmost courtesy in all dealings with the public. In addition, an annual customer satisfaction survey shall be conducted and submitted for review and a customer complaint log shall be kept.

6.2.3 Revenue Control. The Contractor shall be responsible for collecting revenue; coordinating secure cash pickups; depositing funds into a NLPA designated bank account and implementing appropriate audit controls. In addition, the Contractor shall provide a secure and alarmed vault in the parking management office.

6.2.4 Accounting. The Contractor shall be responsible for the issuance of access or proximity cards to patrons; invoicing corporate and validation accounts; managing accounts payable and receivable and submitting monthly revenue and expense statements to the NLPA. The Contractor shall provide an annual financial and management audit of its performance prepared by an independent certified public accountant firm approved by the NLPA.

6.2.5 Budgeting. The NLPA's fiscal year begins on July 1st. The Contractor shall be responsible for submitting, for approval, an annual budget for each parking facility by January 1st of each year. Said budget shall estimate all revenues and expenses for the ensuing fiscal year.

6.2.6 Maintenance. The NLPA expects the City's parking facilities to be operated in a first-class manner, which requires meticulous cleaning, maintenance, and attention to detail.

6.2.6.1 General Cleaning and Maintenance. The Contractor's on a daily basis or more frequently if directed by NLPA shall be responsibility for general cleaning and maintenance shall include, but not be limited to, the following:

6.2.6.1.1 Garage management offices, parking attendant booths and restrooms.

6.2.6.1.2 Cleaning revenue control equipment (exterior).

6.2.6.1.3 Power washing vehicular entrances/exits and paint curbs or if directed.

6.2.6.1.4 Sweeping, maintaining, and cleaning entrances/exits, fencing, landscape, and pedestrian walkways;

6.2.6.1.5 Sweeping and mopping of elevator lobbies, landings, pedestrian walkways, stairs, and vestibules;

6.2.6.1.6 Cleaning doors, door frames, signs and light fixtures.

6.2.6.1.7 Collecting trash on a daily basis or if directed.

6.2.6.1.8 Replacing light bulbs in Garage management offices, elevators, lobbies, restrooms and attendant booths.

6.2.6.1.9 Performing daily walkthroughs to confirm that cleaning and maintenance is being performed and to identify potential pedestrian hazards.

6.2.6.2 Snow. The NLPA retains a snow plowing contractor to clear sidewalks, vehicular entrances and exits and Garage roofs. The Contractor shall be responsible for the spot clearing/removing of snow and ice at pedestrian entrances and walkways if directed.

6.2.6.3 Painting. The Contractor shall provide touch-up painting of Garage exterior/interior surfaces, such as curbs, doors, door frames, handrails, guardrails and shall be required to perform limited line striping as approved by the NLPA.

6.2.6.4 Landscaping. The Contractor shall be responsible for maintaining the landscaping at Garage, which includes, but is not limited to, grass cutting, weed control and seasonal planting.

6.2.7 Vendor/Contractor Coordination. The NLPA maintains vendor contracts for maintenance of the revenue control systems, elevator maintenance, security and alarms, mechanical systems, snow plowing, power washing, etc. At the direction of the NLPA, the Contractor shall coordinate garage operations with said vendors to ensure that any service provides as little disruption to Garage operation and limits inconvenience to patrons.

6.3 Revenue and Access Control

The Water Street Garage currently utilizes Amano-McGann on-line Parking Access and Revenue Control System. This system employs their Facility Management Software System. The facility runs in an exit-cashiering mode. To calculate payments, transient parkers are processed by entering the date and time stamped ticket number and monthly access parkers use proximity access cards which generate monthly invoices. A preventive maintenance contract is currently in place with a vendor. The PARCS has reached the end of its useful life and the NLPA is preparing to replace it in 2023.

6.4 Green Garage Enhancements

The NLPA is committed to operating efficient, environmentally friendly, and sustainable parking facilities. Respondents are encouraged to recommend the latest application of these principles in the parking industry that could enhance the Garage and Lots in areas such as lighting, recycling, painting, electric vehicle charging, solar power generation, etc.

(THE REMAINDER HAS BEEN INTENTIONALLY LEFT BLANK)

Section 7. Format for Response

Instructions for Response Submission.

Responses must be received by 2:00 P.M. EDT on April 27TH, 2023. Faxed or e-mailed Responses will not be considered. Responses must be delivered to Joshua Montague, Accounting/Purchasing Agent, 13 Masonic Street, New London, CT 06320 in boxes no larger than the normally sized "cardboard boxes" which usually accommodate 10 reams of 500 count sheets of paper or equivalent. Each box must be clearly marked with the Respondents name and address, the RFQ/P number, and the contents of each box.

The Response and copies must be bound in only loose leaf binders with the Respondent's name on the front cover and on each page. Each page in the binder must be numbered consecutively in Arabic numbers from the beginning of the binder (Transmittal Letter) to the end. Identify each Section (and to the degree feasible, each subsection) with clearly distinguished and labeled "tabs," keyed to the Table of Contents, so that specific Sections can be easily referenced.

Respondents shall comply with all RFQ/P instructions and conditions when responding to this RFQ/P. Failure to conform to these instructions may cause disqualification. The NLPA, in its sole discretion, may reject any nonconforming Response.

Responses shall be designed to illustrate an understanding of the Respondents' competency and expertise in meeting the requirements of this RFQ/P. Responses should be prepared simply and economically, providing a straightforward, concise description of the capabilities of the Respondent and the solution they are proposing. Emphasis should be on completeness and clarity of content.

The Respondent shall ensure that adequate and accurate responses are provided. It is the responsibility of the Respondent to provide complete answers to each requirement even if that results in redundant, duplicated material within the Response. Additionally, in the event the Respondent provides an alternative approach to an RFQ/P requirement in its Response, such alternatives shall be highlighted in **blue**. The Evaluation Committee shall not be required to search for the answers in other Sections of the Response.

Responses must be submitted in two distinct parts:

Part I: Transmittal Letter and Business and Technical Response

- One (1) signed, printed, and bound original Business and Technical Response marked "ORIGINAL".
- Four (4) additional printed and bound copies of the original Business and Technical Response each marked "COPY".

Include one (1) electronic copy in the form of a USB Drive labeled "Technical Response" of the original Response (business and technical elements) response in Microsoft® Word Version 2010 in twelve (12) point Times New Roman font. Spreadsheets must be submitted in Microsoft® Excel Version 2010 in electronic format, and financials and other supporting documentation may be submitted in .PDF (or other readable format) if that is the only format available.

Part II: Confidential Cost Response

Respondents must submit the Confidential Cost Response in a separate sealed package. Cost Responses shall include the Project budget, proposed software costs, implementation costs, test and training environment costs, and training costs, as needed. Respondents **MUST** use the "Cost Response Worksheet" in **Schedule B** to record and submit the costs associated with the Response. The package must contain:

- One (1) signed, printed, and bound original Cost Response marked "ORIGINAL".
- Four (4) additional printed and bound copies of the original Cost Response each marked "COPY".
- One (1) USB Drive of the cost response labeled "Cost Response" in Microsoft® Word Version 2010 in twelve (12) point Times New Roman font. Spreadsheets must be submitted in Microsoft® Excel Version 2010.

Restrictions on Communications with NLPA Staff

From the date of release of this RFQ/P until the execution of a Contract as a result of this RFQ/P, all contacts with personnel employed by or under contract to NLPA are restricted. During the same period, no prospective Respondent shall approach personnel employed by or under contract to the NLPA or any other agency of the City of New London participating in the evaluation of Responses and any other related matters. An exception to this restriction will be made for Respondents who, in the normal course of business under a current contract with the affected agencies, may need to discuss legitimate business matters concerning their on-going work with the contracting agency.

Violation of these conditions may be considered sufficient cause by NLPA to reject a Respondent's Response, regardless of any other consideration.

7.1 Part I: Transmittal Letter and Business and Technical Response

When constructing the Response, please be sure to take into consideration *all requirements* stated within this RFQ/P, including all exhibits, schedules, addenda, and riders to such document.

If the Respondent wishes to add supplemental information, and this is encouraged, especially if there is an innovative solution, or approach NLPA may not have considered, please first respond to all NLPA's requirements, and then add any alternative ideas, approaches, information, etc., and label that information "Supplemental Information" in the corresponding Sections. If an alternative approach that Respondent believes may create significant value for NLPA, please include complete detail and show how it will benefit NLPA.

All Response text must be specifically cross-referenced to the RFQ/P Section and/or Schedule number(s) to which a given part of the Response applies and presented in the same order provided within the RFQ/P. The Response must contain the requested content and submitted in the form requested in Section 6.

Please structure the Response as follows. Part I of the Response should follow the order below, and each Article and sub-article should be numbered so it is clearly identifiable:

- Article 1: Transmittal Letter
- Article 2: Executive Summary
- Article 3: Approach: 3.1 Statement of Work; 3.2 Roles and Responsibilities; and 3.3 Implementation Approach
- Article 4: Background and Experience: 4.1 Organizational Structure; 4.2 Financial Capability; 4.3 Experience and Ability; 4.4 Legal Issues History; 4.5 Key Personnel; and, 4.6 Affirmation of Due Diligence
- Article 5: References

Part II of the Response is the Confidential Cost Response.

7.1.1 Article 1: Transmittal Letter

The Transmittal Letter must be delivered on the Respondent's letterhead with the original signature of the individual or official authorized to submit a binding Response on behalf of the Respondent and affixed with the corporate seal, if any.

7.1.2 Article 2: Executive Summary

Provide an Executive Summary of the most salient aspects of the Response in terms of satisfying the requirements of this RFQ/P. The Executive Summary must provide a high-level overview of the Response in such a way as to demonstrate a broad understanding of not only NLPA's needs and objectives, but of all the RFQ/P requirements. Respondents must summarize their understanding of the goals stated in the RFQ/P, the intended results of the Project, the scope of work and, any issues related to this Project which Respondents believe need to be addressed. Additionally, Respondents must discuss in detail, any assumptions they have made which in any way require or include the leveraging of *any* NLPA resources.

The Executive Summary ***shall not*** mention the dollar amount proposed for this RFQ/P.

7.1.3 Article 3: Approach

7.1.3.1 Statement of Work.

Responses must include a proposed Statement of Work ("SOW") outlining the tasks to be performed by the Respondents in response to the requirements of this RFQ/P and the Operating Standards as set forth in **Schedule A**, attached hereto and made a part hereof. The SOW will be refined during the selection process leading to a Contract between the parties. The SOW should include a preliminary implementation schedule and staffing plan by function or position. The implementation schedule should also include the method of purchasing, delivery and installation of any hardware and software, taking into consideration the procurement provisions of the New London Code, as may be amended from time to time. The final contract will include penalties and/or punitive damages if the final implementation schedule is not met by the Contractor. The Contractor shall create operation/user manuals with exhibits and illustrations required for management of successful off-street and on-street process/programs ninety (90) days after contract terms and conditions are authorized by all appropriate parties unless the time period is adjusted at the sole discretion of the NLPA.

In keeping with sound project management practices, NLPA requires that the Contractor provide periodic reports based upon the SOW and the implementation schedule, which indicate specific estimates of work remaining (broken down by milestones, deliverables, and tasks) on an ongoing basis until completion of the Contract. The proposed SOW shall fully explain the assumptions and expectations the Respondent has of NLPA with respect to legacy systems (policies and technology), conversion and other implications on the operations of NLPA.

The SOW should set forth the requirements as set forth in this RFQ/P, including, but not limited to Section 5 and 6 as well as all pertinent Schedules and answers to questions as permitted under this RFQ/P.

Additionally, any components, as may be required of the Respondent by this RFQ/P, implemented and accepted prior to the expiration of the Contract term shall be, and will remain, under full warranty by the Respondent until the close of the Warranty Period.

7.1.3.2 Implementation Approach.

The Respondent shall recommend an approach for the implementation of parking operations and related services for NLPA's facilities within an aggressive, but achievable timetable

The Response shall provide detailed descriptions of how the Respondent anticipates accomplishing the Service relative to methodology, tools, personnel, roles, responsibilities, phasing, etc. with the objectives of: demonstrating to NLPA that the Respondent understands the tasks and level of effort involved to produce each of the required deliverables; and, identifying what is required of NLPA in order for the Respondent to implement the plan.

In the introductory provisions the Respondent shall provide a high-level description of its approach to such implementation.

Additionally, the implementation approach must contain a narrative setting forth detailed descriptions including, but not limited to, the following: (a) Management; (b) Implementation Activities; (c) System Operations and Management; (d) Testing; (e) Data Management; and (f) Warranty, Maintenance and Support as needed.

7.1.4 Article 4: Background and Experience

7.1.4.1 Organizational Structure

(a) Describe the Respondent's total organization, including any Respondent Parties. Provide an organization chart for the overall organization showing each entity within the organization, as well as the chain of authority from the Chief Executive to the Project Manager directly responsible for this Project.

(b) Is the parent corporation of the Respondent's corporate structure being proposed as the Contractor in a Contract with NLPA? If not, please clearly identify the entity that is being proposed as the Contractor, and its relationship within the structure described in (a).

(c) Clearly identify any Partners and describe in detail the roles that each will have in the redevelopment and/or operation and/or management activities

herein. Please describe their organizations, annual revenues, and the length of time they have been in business.

(d) Clearly identify any Subcontractors that the Respondent intends to use to provide any of the services necessary to fulfill the requirements of this RFQ/P. Please describe their organizations, annual revenues, and the length of time they have been in business.

(e) Provide an organization chart, or facsimile thereof, depicting the operating relationship between the Respondent, Respondent Parties, all Partners, Subcontractors, and other entities that would play a significant role in this Project, including those that will interface directly with NLPA.

(f) Describe any current or planned business or other contractual obligations that may have any influence on the capability of the Respondent, Respondent Parties, any of its Partners and/or Subcontractors to meet the requirements of this RFQ/P.

(g) Describe in detail, the roles and responsibilities of the Respondent, Respondent Parties and each of the Partners or Subcontractors in any of the current or planned business or other contractual obligations.

7.1.4.2 Financial Capability.

(a) For each entity identified in Section 7.1.4.1, provide relevant Respondent and, the applicable Respondent Parties documents that describe their financial status, such as audited financial statements, annual reports, and 10-K reports, for the ten (10) most recent years.

(b) For each entity identified in Section 7.1.4.1, specify the entity's total annual revenue for the prior ten (10) most recent years, number of employees, products and services, affiliated companies, and other descriptive information.

7.1.4.3 Experience and Ability.

(a) Provide a detailed statement describing the Respondent's past experience with parking operations and related services, and the Respondent's ability to implement and maintain such operations and services.

(b) Describe in detail, for the Respondent, applicable Respondent Parties, any Partners or Subcontractors, all qualifications, and capabilities to provide the services necessary to meet the requirements as set forth in this RFQ/P.

(c) Explain how the Respondent will ensure that personnel performing the work for NLPA are qualified, trained, and proficient.

7.1.4.4 Legal Issues History.

For purposes of this Section in this RFQ/P, the scope of each question includes the Respondent, any Respondent Parties, Partners, or Subcontractors.

(a) During the ten (10) years immediately preceding submission of the Response, has the Respondent or any of its Respondent Parties, Partners or Subcontractors been the subject of any bankruptcy, insolvency, reorganization or liquidation or receivership proceedings? If so, please explain.

(b) During the ten (10) most recent years immediately preceding submission of the Response, has the Respondent or any of its Respondent Parties, Partners or Subcontractors been the subject of any litigation, investigation or proceeding before or by an arbitrator or Governmental Authority which is continuing or threatened against the Respondent or any of the other Respondent Parties, Partners or Subcontractors involving: (1) Contractor default or claims of breach by a Governmental Authority or failure to perform services in accordance with the terms of one or more agreements with Governmental Authorities; (2) Conviction of a criminal offense, including, but not limited to fraud, embezzlement or dishonest acts with respect to obtaining, attempting to obtain or performing a transaction or contract for a Governmental Authority or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, tax evasion, violating federal criminal tax laws, or receiving stolen property; (3) Violation of federal or state antitrust statutes relating to the submission of offers or Responses or the commission of any unfair trade practices; (4) Tax and securities law violations, including fraud and delinquency; (5) Ethics, conflict of interest, corrupt practice and campaign contributions violations; (6) Breach of duty of good faith and fair dealing; or, (7) Violation of the United States of America Patriot Act provisions pertaining to business practices. If so, please explain.

(c) During the ten (10) most recent years immediately preceding submission of this Response has the Respondent or any of its Respondent Parties, Partners or Subcontractors been convicted of any criminal violations(s) of any environmental or health and safety law? If so, please explain.

(d) Is there, or has there been within the ten (10) most recent years immediately preceding the submission of the Response, any litigation or governmental or regulatory action pending or threatened against the Respondent or any of its Respondent Parties, Partners or Subcontractors that might have a bearing on the ability of the Respondent, Respondent Parties, Partners or Subcontractors to provide services to NLPA (e.g., litigation with any state; or litigation between the aforementioned organizations and any third party provider of required services to the State, etc.)? If so, please explain.

(e) Has the Respondent, any Partner or Subcontractor been principally involved in any legal or administrative actions directly with the State of Connecticut or any municipality in this State? If so, please explain.

(f) Is the Respondent or any of its Respondent Parties, Partners or Subcontractors delinquent in any taxes or other monetary obligations owed to the City of the NLPA?

7.1.4.5 Key Personnel.

(a) Describe any key personnel, along with their qualifications and experience that are part of the Response. At a minimum, "key personnel" shall include, but are not limited to: Operations Manager, Assistant Operations Manager, and overall Supervisor.

(b) Is the Respondent willing to commit to keep these key individuals for the term of the Contract?

7.1.4.6 Respondent Company History

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

(a) Include a list of municipalities within five hundred-(500) miles of New London currently under your firm's management and approximate size of the operations.

(b) Provide a detailed description of the practices that demonstrate your firm's history and ability to provide outstanding customer service.

7.1.4.7 Affirmation of Due Diligence Representations

(a) Please affirm the representations in this RFQ/P with respect to Due Diligence.

7.1.5 **Article 5: References**

The references shall be five (5) for municipal locations of similar scope within five hundred (500) miles of New London. References should include a contact person, phone number and e-mail address. Failure to provide suitable references may be cause for rejection of the Response.

7.2 Part II: Confidential Cost Response

Develop the Confidential Cost Response for the Term of the Contract and the cost for maintenance and warranty, if any, in accordance with the guidelines set forth in **Schedule B**. The Cost Response shall be kept completely separate and marked "Confidential". There shall be no reference to or discussion of costs in any part of the Response other than in the Cost Response.

7.3 Part III: Evaluation Criteria

The Request for proposal (RFP) evaluation criteria here in RFQ/P #2023-09 CONL are a standard set of guidelines for the scoring of respondents' proposals that removes subjectivity from the process this procurement projects. The Evaluation Committee comprised of the New London Parking Authority Commissioners, its staff, and domestic consultants, as needed, shall receive the respondents' RFPs. Each RFP shall be evaluated and scored based on the weighted scoring criteria list within this section of the RFP for the fairness and transparency to the process. These scoring guidelines provides each respondent the opportunity to focus on their content delivery that address the areas of the RFP that are most important to the Parking Authority.

Parking Citation Information Management System Weighted Scoring Criteria Matrix:

- Compliance to Scope of Service and Work - 40%
- Experience and References - 30%
- Compensation Proposal - 15%
- Enhancements - 10%
- Transition Plan - 5%

7.3.1 Score Sheet

| No. RFQ/P #2023-09 CONL | | | | | |
|-------------------------|--|-----------------|-----------------|----------------|---------|
| # | Rating Factor | Weight of Score | RESPONDENT NAME | | |
| | | | Score | Weighted Score | Comment |
| 1 | Compensation Proposal: Financial resources, and ability to secure required Bonds , Insurance, Permits, etc. | 15.00 | | 0.00 | |
| 2 | Compliance w/ Scope of Services and Work: Ability and Capacity to Comply w/ the Scope of Work - Compliance with City Code Requirements (AA, EEO, MWBE, etc.) | 30.00 | | 0.00 | |
| 3 | Transition Plan including Schedule Time Frame | 20.00 | | 0.00 | |
| 4 | Experience and References: The character, integrity, reputation, experience, qualifications, as well as the quality and satisfaction of work previously performed for the City, NLPA or other municipalities and organizations | 25.00 | | 0.00 | |
| 5 | Proposed Enhancements: Number and Scope of Conditions Included or Excluded | 10.00 | | 0.00 | |
| | BUSINESS TYPE > | | | > | |
| | ANNUAL REVENUE > | | | > | |
| | FOUNDED > | | | > | |
| | # OF EMPLOYEES > | | | > | |
| | LOCATION > | | | > | |
| | SCORE > | 100.00 | | 0.00 | |
| | RANK > | | | | |

7.3.2 Minimum Requirements

Each respondent shall demonstrate as the minimum general proposal requirements:

- Qualifications of their organization including project approach and technical capabilities
- An understanding of the scope of services and work, and suggest approach to the project
- Prior experience local and global that encompass customer success best practices
- Reputation and references that shall include submission of three (3) samples of prior projects
- Capacity to perform services and work with scheduled timeframes and budget
- Total price proposal including monthly and or hourly billing rates that shall remain in effect for the duration of the project, unless otherwise re-negotiated by the NLPA based on its financial ability to compensate the respondent
- Maintenance of data security
- Terms and conditions that shall include any additional terms and conditions to which all appropriate parties may mutually agree

Section 8. Response Conditions

The provisions of Section 8 deal with Response Conditions, Due Diligence, and Response Requirements and Representations. These provisions include language, conditions, requirements, and representations that are applicable to the construction of Responses and the assumptions, approaches, and methodologies of the Respondent. For the successful Respondent, many of these provisions will be integrated into the subsequent Contract.

8.1 Response Conditions

8.1.1 Adequacy and Completeness of Response: Acceptance of Administrative Requirements.

Failure to either respond to the information required in this RFQ/P, or to provide any other mandatory items, may result in rejection of the Response as non-responsive by NLPA, in its sole discretion. Accordingly, Respondents must include, in the Transmittal Letter, statements accepting the administrative and other requirements set forth in this RFQ/P and all Responses must reflect compliance with such requirements.

8.1.2 Mandatory Terms and Conditions.

Each Respondent is required to review the mandatory requirements as well as the Response conditions and legal terms and conditions.

8.1.3 Binding Effect of Response: Validation and Affirmation.

The Response shall be a binding commitment which NLPA at its sole discretion, may include by reference or otherwise, into any Contract with the Contractor. Accordingly, the Transmittal Letter and Response shall be signed by an individual authorized to bind the Respondent. Said Transmittal Letter shall further contain a statement to the effect that the Response is a firm offer for a one hundred eighty (180) calendar day period from the date of the opening; or, as otherwise agreed upon between NLPA and the Respondent(s). Moreover, all prices, costs and formulae quoted shall be firm and fixed for the full Contract Term.

8.1.4 RFQ/P Not An Offer.

This RFQ/P does not constitute an offer by NLPA. Moreover, even if NLPA initially elects to enter into discussions with a Respondent, no binding contract, obligation to negotiate or discuss, or any other obligation shall be created unless a Contract is executed by NLPA and the Respondent (subject to approval by the City's Office of the Director of Law, the NLPA Board of Commissioners and the City Council). Furthermore, the commencement of such discussions does not signify a commitment by NLPA to execute a Contract or to continue discussions. The Respondent or NLPA can terminate discussions at any time and for any reason.

Any recommendations or conclusions from this RFQ/P process concerning a Respondent shall not constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, and statutory law of the State or the New London City Charter or the New London Code, as may be amended from time to time. Each Respondent waives any right it may have to bring any claim, whether in damages or equity, against NLPA or the City of New London, its agents, and employees, with respect to any matter arising out of any process associated with this

RFQ/P. Moreover, this RFQ/P does not commit NLPA to enter into a Contract or similar undertaking with any Respondent or any other organization.

8.1.5 Deviating from RFQ/P Requirements.

NLPA at its sole discretion may reject any Response that deviates significantly from the requirements of this RFQ/P. Respondents submitting Responses with any exceptions from requirements must identify and fully justify such exceptions for NLPA consideration, in accordance with Section 8.1.24 of this RFQ/P.

8.1.6 Oral Agreement or Arrangements.

Any alleged oral agreements or arrangements made by Respondents with any agency or employee of the NLPA or the City of New London will be disregarded in any Response evaluation or associated award. Moreover, any alleged oral agreement or arrangement with any agency or employee shall be void and of no effect.

8.1.7 Contract Management

NLPA will assign the Director of Parking and City's Director of Finance as NLPA's Contract Administrators who will work with the Contractor's Project Administrator and Project Manager to ensure that the terms and conditions of the Contract are met or satisfied, that approved payments to the Contractor are made, that the Project budget is appropriately accounted for, and that approved Contract dispute resolution measures are followed.

8.1.8 Implementation Time Frame

NLPA anticipates an aggressive implementation approach and requests each Respondent to provide it with an achievable implementation timetable. In connection with its Due Diligence obligations each Respondent shall address NLPA's implementation approach and inform NLPA of any foreseeable impediments to compliance therewith.

8.1.9 Requirement for Representation as to the Accuracy and Completeness of the Response.

To be acceptable, Responses must contain all required information and statements in the form and order requested by this RFQ/P. Responses must submit "none" or "not applicable" responses to any RFQ/P question and information request, when such a response is the only appropriate response. Moreover, each Respondent shall make the following representations and warranty in the Transmittal Letter, the falsity of which might result in rejection of its Response:

"The information contained in this Response or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to NLPA is true, accurate, and complete. This Response includes all information necessary to ensure that the statements therein do not in whole or in part mislead NLPA as to any material fact."

8.1.10 Requirement for Representation Pertaining to Collusion or Conflict of Interest.

By responding to this RFQ/P, the Respondent shall be deemed to have represented, certified, and warranted that:

- 8.1.10.1** The Response is not made in connection with any Respondent submitting a separate response to this RFQ/P, and is in all respects fair and without collusion or fraud;
- 8.1.10.2** The Respondent did not participate in the RFQ/P development process and had no knowledge of the specific contents of the RFQ/P prior to its;
- 8.1.10.3** No employee of NLPA or the City of New London participated directly or indirectly in the preparation of the Respondent's response to this RFQ/P;
- 8.1.10.4** The services to be provided by the Respondent do not in any way conflict with the interests of any individual, group, business, or governmental organization with which Respondent is employed or with which Respondent has an agreement or is associated, and, in the event such a conflict arises during the term hereof, Respondent will immediately notify NLPA in writing;
- 8.1.10.5** No member of the governing body of NLPA, or its designees, employees or agents, and no other public official, either paid or unpaid, who exercises any functions or responsibilities with respect to this Contract shall, during the individual's tenure or thereafter, have any personal or financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work and/or services to be performed in connection with the Contract. The Respondent shall cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the provisions of this paragraph; and,
- 8.1.10.6** The Respondent has not employed or retained any Person other than bona fide employees or consultants working solely for the Respondent to solicit or secure the Contract and that it has not paid or agreed to pay any Person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of the Contract.

The Contract shall include a provision for the breach or violation of the representations contained in Section 8.1.9, above, granting NLPA the right to annul the Contract without liability, or, at its discretion, to deduct from the agreed price or consideration or otherwise to recover the full amount of such fee, commission, percentage, brokerage fee or contingent fee.

8.1.11 Independent Price Determination.

A Response will not be considered for award if the price in the Response was not arrived at independently, without collusion, consultation, communication, or agreement as to any matter related to such Response with any other Respondent, competitor, or public officer.

By submission of a Response, the Respondent shall be deemed to have represented, warranted, and certified that, the following requirements have been met in connection with this RFQ/P:

- 8.1.11.1** The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
- 8.1.11.2** Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Respondent on a prior basis, directly or indirectly, to any other organization or to any competitor.
- 8.1.11.3** No attempt has been made or will be made by the Respondent to induce any other Person to submit or not to submit a Response for the purpose of restricting competition.

8.1.12 Ownership of Responses.

Upon receipt, all Responses submitted shall become the sole property of NLPA. Except as expressly provided in Section 8.1.13, NLPA is not restricted in its rights to use or disclose any or all of the information contained in the Response. NLPA shall not be bound by any language in the Response indicating the confidentiality of the Response or any other restriction on its use or disclosure.

8.1.13 Trade Secrets/Proprietary Information/Freedom of Information.

Nothing in the Freedom of Information Act ("FOIA" or "FOI") shall be construed to require disclosure of responses to RFQ/P or any record or file made by a public agency in connection with the contract award process, until such contract is executed or negotiations for the award of such contract have ended, whichever occurs earlier, provided the Chief Executive Officer of such public agency certifies that the public interest in the disclosure of such responses, record or file is outweighed by the public interest in the confidentiality of such responses, record or file. The Director of Parking of the NLPA hereby certifies that the public interest in the disclosure of such responses, record or file is outweighed by the public interest in the confidentiality of such responses, record, or file.

Upon conclusion of this RFQ/P process, the Response is considered a public record or file, subject to disclosure under the provisions of FOIA and the corresponding regulations. Accordingly, the Respondent shall identify any and all commercial or financial information that it deems to be submitted in confidence and believes is not required to be disclosed under FOIA. Those particular sentences, paragraphs, pages, or sections that a Respondent believes to be either proprietary, a trade secret or otherwise confidential shall be specifically identified as such. Any and all information that the Respondent submits under this provision shall be separated from the remainder of the Response and enclosed in a separate envelope. Convincing explanation and rationale sufficient to justify each exemption from release consistent with C.G.S. §1-210(b) shall accompany the Response.

The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Respondent that would result if the identified material were to be released. The Respondent shall state the reasons it believes the materials are legally exempt from release pursuant to FOIA. The final administrative authority to release or exempt any or all material so identified rests solely with NLPA; subject to adjudication by the Freedom of Information Commission should the Respondent's request be challenged.

In submitting a Response, each Respondent agrees that NLPA may reveal any trade secret materials contained in such response to all staff and officials involved in the selection process, and to any outside consultant(s) or other third parties who serve on the Evaluation Committee or who are hired to assist in the selection process. Furthermore, each Respondent agrees to indemnify and hold harmless NLPA and each of its officers, employees, and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material which the Respondent has designated as confidential or as a trade secret. Any Respondent that designates its entire Response as confidential or a trade secret may be disqualified by NLPA, in its sole discretion.

8.1.14 Response Expenses.

NLPA assumes no liability for payment of any costs or expenses incurred by any Respondent in (a) responding to this RFQ/P; (b) preparing responses for clarification; (c) submitting to interviews; (d) preparing and participating in a Respondent's Presentation; (e) negotiating the Contract; (f) attending meetings and presentations required for the Contract approval process; or, (g) engaging in any activity related to this RFQ/P and the subsequent Contract negotiation process. Each Respondent that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from NLPA for the costs and expenses associated with this RFQ/P process.

8.1.15 Conformance of Awards with State Statutes.

Any award resulting from this RFQ/P must be in full conformance with the laws of the State of Connecticut, the City of New London, and the regulatory and procedural requirements of NLPA. The State's statutes and regulations and the City of New London are available on-line in Article IV, Chapter 2: Administration, Purchases and Contracts.

8.1.16 Joint Ventures.

Joint ventures will not be accepted. NLPA will only enter into a Contract with a single Contractor who will be required to assume full responsibility for either off-street or on-street parking operations and related services or the full parking system operations and related services identified in this RFQ/P whether or not the equipment, products and/or services are manufactured, produced, or provided by the Contractor. Moreover, by submitting the Response, the Respondent agrees to perform the services as an independent operator and not as an agent or employee of NLPA.

The Contractor may enter into written subcontracts for performance of certain of its functions under the Contract only with written approval from NLPA prior to entering any subcontract.

The selected Respondent shall be wholly responsible for the entire performance of the Contract whether or not Subcontractors are used. Additionally, NLPA and the City of New London shall be named as a third-party beneficiary in all subcontracts, if so requested by NLPA.

8.1.17 Respondent Presentation of Supporting Evidence/Surety.

Each Respondent must be prepared to provide any evidence of its historical related experience pertinent to this RFQ/P, performance ability, and/or financial standing and/or surety that NLPA deems to be necessary or appropriate to fully establish the performance capabilities represented in its Response with respect to all undertakings, duties, and obligations set forth or implied in its Response.

8.1.18 Corporate Reporting.

In its Response, each Respondent must provide:

- 8.1.18.1A** certificate of authority, certificate of legal Existence or certificate of good standing, as applicable, from the Office of the Secretary of the State of Connecticut, which shall be updated prior to the execution of the Contract;
- 8.1.18.2A** corporate resolution of authority granting the signatory binding authority to act on behalf of the Respondent/Contractors;
- 8.1.18.3** Verifiable demonstration of compliance with the requirements of being an equal opportunity employer under the New London Code, as may be amended from time to time, on a form provided by NLPA, which shall be updated within sixty (60) days of the execution of the Contract, in the report and certification, attached hereto as **Schedules D-1 and D-2**;
- 8.1.18.4A** tax clearance statement from the Finance Director of the City of New London demonstrating that the Respondent owes no back taxes, as required by and available on-line in Article IV, Chapter 2: Administration, Purchases and Contracts of the New London Code, as may be amended from time to time, which shall be updated within sixty (60) of the execution of the Contract;
- 8.1.18.5A** clearance from the Assessor of the City of New London demonstrating that the Respondent has filed a current list of taxable personal property as required by the General Statutes, which shall be updated within sixty (60) days of the execution of the Contract; and,
- 8.1.18.6A** statement from the Department of Labor regarding employee contributions, which shall be updated within sixty (60) days of the execution of the Contract.
- 8.1.18.7A** certification by the Respondent pertaining to collusion and fraud as required by this RFQ/P, attached hereto as **Schedule D 3**, which shall be updated within sixty (60) days of the execution of the Contract.

Prior to execution of the Contract legal counsel for the Respondent shall provide a favorable opinion to NLPA as to the Respondent is in good standing and validly existing under the laws of the State of Connecticut (or other jurisdiction) or otherwise authorized to conduct business in the State of Connecticut; the Contract has been duly authorized.

8.1.19 Offer of Gratuities.

The Respondent must warrant, represent, and certify in the Transmittal Letter that no elected or appointed official or employee of NLPA or the City of New London has or will benefit financially or materially from this procurement. Any Contract or award arising from this RFQ/P may be terminated by NLPA if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the Respondent, the Respondent's agent(s), representative(s), or employee(s).

8.1.20 Corporate Governance (if applicable).

If applicable, the Respondent must state in the Transmittal Letter that it complies fully with the August 2002 corporate governance rules proposed by the New York Stock Exchange (www.nyse.com/pdfs/corp_gov_pro_b.pdf). Any non-compliance must be identified and explained.

8.1.21 Conclusions Drawn or Interpretations of RFQ/P.

NLPA assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFQ/P, or otherwise distributed or made available during this procurement process. In addition, NLPA will not be bound by or be responsible for any explanation, interpretation, or conclusions of this RFQ/P or any documents provided by NLPA other than those given in writing by NLPA through the issuance of addenda to this RFQ/P. In no event may a Respondent reply on any oral statement by NLPA or its agents, advisors, or consultants.

8.1.22 Conflicts, Discrepancies or Omissions in RFQ/P.

Should a Respondent find conflicts, discrepancies, or omissions in this RFQ/P or any other documents provided by NLPA, the Respondent should immediately notify NLPA of such potential discrepancy and each Respondent shall be informed of any clarification, if necessary, in accordance with the procedures set forth in this RFQ/P. Each Respondent requesting an interpretation will be responsible for delivering such requests to NLPA in writing. Failure to notify shall constitute a waiver of claim of ambiguity, inconsistency, or error by the Respondent.

8.1.23 Exceptions to the RFQ/P.

Other than exceptions that are permitted in accordance with this Section in this RFQ/P, each Response shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFQ/P. An "exception" is defined as the Respondent's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFQ/P. All exceptions taken must be identified and explained in writing in the Response and must specifically reference the relevant Section(s) of this RFQ/P. If the Respondent provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Respondent's solution, must be described in detail.

8.1.24 Other Rights Reserved by NLPA

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

- 8.1.24.1** Amend or cancel this RFQ/P at any time prior to contract award;
- 8.1.24.2** Modify deadlines through amendments to this RFQ/P;
- 8.1.24.3** Establish and modify the timing and sequence of events resulting from this RFQ/P;
- 8.1.24.4** Refuse to accept, or return accepted Responses that do not comply with procurement requirements;
- 8.1.24.5** Reject the Response of any Respondent in default of any prior contract or tax payment or any other monetary obligation owed to the State of Connecticut, City of New London or NLPA or for misrepresentation of material presented;
- 8.1.24.6** Reject any Response that is received after the deadline;
- 8.1.24.7** Reject any Response which is incomplete or in which there are significant inconsistencies or inaccuracies;
- 8.1.24.8** Accept or reject any or all Responses submitted for consideration in whole or in part; waive minor defects, irregularities, informalities, technicalities, or omissions; and correct inaccurate awards resulting from its clerical errors;
- 8.1.24.9** Allow no additions or changes to the original Response after the due date specified herein, except as specifically requested and authorized by NLPA's Point of Contact;
- 8.1.24.10** Require Respondents, at their own expense, to submit written clarification of Responses in a prescribed manner or format;
- 8.1.24.11** Negotiate separately any service in any manner necessary;
- 8.1.24.12** Contract with one or more Respondents who submit Responses, if deemed to be in the best interest of NLPA;
- 8.1.24.13** Consider cost and all factors in determining the most advantageous Response in the best interest of NLPA;
- 8.1.24.14** Contract for all or any portion of the scope of work or tasks within this RFQ/P; and,
- 8.1.24.15** Discuss with selected Respondent(s) any terms and conditions in the Responses including (but not limited to) financial terms.

8.2 Due Diligence

- 8.2.1** By submitting a Response, Respondents are representing that they have examined and are thoroughly familiar with each of the elements of this RFQ/P, including the: data and information pertaining to parking utilization, actual physical items, facilities, services, or functions essential to the satisfactory implementation, management, and administration of parking system operations for NLPA's facilities ("Due Diligence") and the services to be provided under the ensuing Contract. The representations set forth in Section 8.2 shall be considered of significant importance in the evaluation of Responses and shall be affirmed in the Response and included in the Contract for the Term of the Contract.
- 8.2.2** The Respondent shall describe in its Response, any discrepancies or inaccuracies in the information assembled in this RFQ/P (including any facts that might result in changes), any Schedules thereto, observations and any information otherwise provided by NLPA. An explanation shall be provided for each discrepancy or inaccuracy, giving in detail, the extent of the discrepancy or inaccuracy, and the Respondent's plan for addressing such discrepancy or inaccuracy.
- 8.2.3** By submission of a Response, each Respondent shall be deemed to have certified, warranted and represented that they have had the opportunity to:
- 8.2.3.1** Review or have been afforded opportunity, by NLPA, to review all relevant physical items, facilities, services or functions essential to the satisfactory implementation of the project and operation of NLPA's facilities and, in its Response, shall certify that all such items, facilities, services or functions are included in the Contract and thereby warrants that there are no discrepancies set forth that would impede the successful implement of the Contract under this RFQ/P;
 - 8.2.3.2** To ask questions as seen fit, throughout the Response submission period, pertinent to the provision of services under this RFQ/P, the capacity of NLPA to achieve its objectives, the available Due Diligence resources, and to review other Respondents' questions and respective responses by the NLPA; and,
 - 8.2.3.3** Conducted all Due Diligence prior to the submission of its Response.
Accordingly, any additional costs, services or equipment resulting from the failure of the Respondent to complete Due Diligence prior to submission of its Response shall be borne by the Respondent/Contractor.
- 8.2.4** By submission of a Response, each Respondent shall be deemed to have warranted and represented that:
- 8.2.4.1** Its failure to investigate and verify facts or its failure to identify operational changes that would enlarge the scope of this RFQ/P and to define such category of change shall, in no way, be cause for future claim of ignorance of such facts or conditions, nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary, or otherwise;

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- 8.2.4.2 No additional licenses or authorizations are necessary to accomplish implementation of the services required by this RFQ/P with the exception of those referred to in the Response;
 - 8.2.4.3 It is responsible for all aspects of its Response, including verification of data relating to the operational requirements and specifications, and thereby confirms that its Response and the contents therein are in accord with the requirements and specifications of the RFQ/P, any Schedules thereto and any other information that has been made available by NLPA to Respondents;
 - 8.2.4.4 It is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Contract, as a result of such failure; and,
 - 8.2.4.5 It has been responsible for specifying any changes and disclosing any new costs prior to the award of the Contract under the RFQ/P. Thus, in the event any changes or costs are otherwise required, during the implementation, operation and administration of the Contract, the sole responsibility for any adjustment, modification, delay, and cost of such changes shall reside with the Respondent/Contractor.

Moreover, the Respondent/Contractor shall be responsible, at its sole cost and expense, for the additional services, deliverables, or system products necessary to meet the requirements of this RFQ/P and, ultimately, the Contract awarded hereunder.

8.3 Response Requirements

8.3.1 General Response Requirements and Representations.

- 8.3.1.1 The Response must include a representation that:
 - 8.3.1.1.1 The Respondent will perform its work as an independent contractor, and not as an agent or employee of NLPA, and therefore shall not represent or otherwise portray itself, any of the Respondent Parties, Partners, Subcontractors, or agents as an agent or employee of NLPA or the City of New London; and,
 - 8.3.1.1.2 All qualified personnel identified as "key personnel" in the Response shall actually work on the Project in the manner and time-frame described in the Response as shall be further amplified in the Contract. It shall be further acknowledged by the Respondent that the list of such personnel will be considered as a commitment to maintain their services as set forth in the Response and agreed to in the Contract; subject to the right of NLPA, in its sole discretion, to remove any and all personnel at any time. Respondents shall identify all "key personnel", their qualifications and roles and responsibilities for this Project.
- 8.3.1.2 The Response should specify what the Respondent expects of NLPA with respect to administrative responsibilities.
- 8.3.1.3 The Transmittal Letter shall include a representation to the effect that no changes, substitution, additions, or deletions in Response shall be made unless approved in advance by NLPA.

8.3.2 Work Product Property of NLPA.

Any work product developed under the Contract awarded as a result of this RFQ/P shall be the sole property of NLPA.

8.3.3 Compliance with Laws: Equal Opportunity and Affirmative Actions.

8.3.3.1 By submitting this Response, each Respondent agrees to make itself aware of and comply with all local, state, and federal laws, ordinances, regulations, rules, and statutes applicable to the services covered by this RFQ/P. Each Respondent further agrees that it will at all times during the Term of the Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to Workers' Compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all Occupational Safety and Health Administration ("OSHA") regulations applicable to the work covered by this RFQ/P as well as the Minimum Wage Ordinance No. 03-03-14-4 (Schedule F) of the City.

8.3.3.2 NLPA is an equal opportunity and affirmative action employer and does not discriminate in its hiring, employment, or business practices, including its purchasing policies. Moreover, NLPA is committed to complying with the Americans with Disabilities Act of 1990 and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities. The laws of the State of Connecticut and the City of New London strive to ensure that all segments of the business community have access to supplying the goods and services needed by NLPA. NLPA and the City affirmatively work to encourage utilization of minority business enterprise in all procurement activities. NLPA provides equal opportunity for all businesses and does not discriminate against any Respondent regardless of race, color, religion, age, sex, national origin, or disability. Accordingly, the Response shall include a summary of the Respondent's experience with affirmative action. This information is to include a summary of the Respondents affirmative action plan and policy statement.

8.3.4 Disclosure

The Transmittal Letter and the Response must include a written, certified and sworn statement executed by an authorized officer/member that attests to the fact that the Respondent, Respondent's Entities, Parties, Partners, or Subcontractors:

8.3.4.1 Are not presently debarred, suspended, proposed for debarment, and or **declared** ineligible, voluntarily excluded, or prohibited from doing related business covered by this RFQ/P by any local, state, federal department, or agency.

8.3.4.2 Have not within a ten (10) most recent year period preceding this RFQ/P been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen state property;

- 8.3.4.3 Are not presently indicted or awaiting indictment for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph 8.3.4.2, above;
- 8.3.4.4 Have not within a ten (10) most recent year period preceding this RFQ/P had one or more public transactions (federal, state, or local) cancelled or terminated for cause or default; and/or,
- 8.3.4.5 Have not within a ten (10) most recent year period preceding this RFQ/P filed for bankruptcy nor is bankruptcy or the filing for bankruptcy presently or imminently threatened.

8.3.5 Respondent Misrepresentation or Default.

NLPA will reject the Response of any Respondent and void any award resulting from this RFQ/P to a Contractor who materially misrepresents any product and/or service or defaults on any contract to the State of Connecticut or the City of New London.

8.3.6 Insurance.

The Respondent shall agree to carry proper insurance to protect the City and the NLPA from loss, as set forth in Section 9.11.6 of this RFQ/P.

8.3.7 Confidentiality.

Public Records. The Respondent shall agree to contractual provisions ensuring the confidentiality of public records or files that the Contractor has access to, and that remain exempt from disclosure under FOIA or other applicable law, including but not limited to the Federal Driver Protection Privacy Act (“DPPA”) codified at Chapter 123 of Title 18 of the United States Code § 2721. In its Response, the Respondent shall acknowledge that the Contract will include civil and potential criminal sanctions for the unauthorized disclosure of such records or files. The Contractor and its employees, agents, officers, directors, partners, subcontractors, and authorized representatives shall be treated as municipal employees solely with respect to any civil or criminal statutes providing for civil or criminal sanctions for unauthorized disclosures.

- 8.3.7.1 **Business Processes of NLPA.** Contractor shall not, at any time during, or after the expiration of, the term of this Contract, divulge to any person, or use for its or any other person’s benefit, any information or fact relating to the conduct, management, or business of NLPA, which shall have come to the knowledge of Contractor in the course of providing the Services hereunder. Contractor further agrees to treat as confidential, and to use only for the advancement of the interest of NLPA, all data and other information submitted to or obtained by it in connection with the Project during the term of this Contract. Except as may otherwise be agreed by NLPA, all originals and copies of any such materials shall be returned to NLPA upon completion of the Project or at such earlier time as is requested by NLPA.

8.3.8 Right to Audit.

The Respondent agrees to provide NLPA and/or the authorized representatives of NLPA access to Respondent documents, papers, or other records pertinent to the RFQ/P response in order to make audits, examinations, excerpts, and transcripts.

8.3.9 Use of NLPA's Name.

No advertising, sales promotion or other materials of the Respondent, its agents or representatives may identify or reference the Contract, Contractor and or NLPA in any manner without obtaining NLPA's prior written consent. As a condition of entering into a Contract, the Respondent further agrees to refrain from the following, absent the NLPA's prior written approval: (a) making any statement to the media regarding the subject matter of this RFQ/P or the subsequent Contract; or (b) making any statement to the media on any issue which is in NLPA's judgment likely to cause the Respondent or NLPA staff to be viewed as anything other than neutral with respect to the subject matter of this RFQ/P or subsequent Contract, or cast doubt on the competence or integrity of NLPA. Failure to comply with this Section of this RFQ/P by the Respondent shall constitute a material breach and, without limiting any other remedies NLPA may have, shall entitle NLPA to reject the Response or terminate the subsequent Contract for default.

(THE REMAINDER HAS BEEN INTENTIONALLY LEFT BLANK)

Section 9. Standard Terms and Conditions

Section 9 addresses standard Terms and Conditions that are applicable to the various aspects of this RFQ/P. These provisions, at the option of NLPA will likely be included in the Contract that is sent to the selected Respondent; however, NLPA reserves the right to modify these provisions in order to be responsive to the terms of the business transaction. The Respondents are encouraged to raise questions regarding these terms and conditions prior to the submission of the Response; however, any issues that Proponents raised in the Response will be taken into consideration by NLPA during evaluation.

9.1 Contract Term

9.1.1 Initial Term (Years 1 - 3).

The initial term of any Contract issued pursuant to this RFQ/P shall be for three (3) years.

9.1.2 NLPA Option to Extend the Term of the Contract (Optional Years 4 - 5)

At the conclusion of the initial three (3) year term of the Contract, the NLPA has the sole right to extend the contract for either one (1) or two (2) additional one (1) year terms.

9.1.3 Availability of Funds.

Any extension beyond the initial three (3) year term is subject to the availability of funds and approval of the NLPA Board of Commissioners and City Council.

9.1.4 Commencement of Term.

The operation and management of the NLPA's On-Street Parking Enforcement, Meter Collection, Meter Maintenance and the operations and management of the Water Street Garage and Municipal Surface Lots will be expected to commence on an agreed upon date certain following execution of the Contract(s) by all appropriate parties.

9.2 The Contractor

The Contractor shall be the sole point of contact and shall be responsible for the performance of all services under the Contract. The Contractor shall not subcontract any work under the Contract to any other firm except as may be identified in its Response and permitted under the Contract. The Contractor shall be entirely responsible for all actions and work performed by its agents, authorized representatives, consultants, directors, employees, officers, Respondent Parties, Partners, and Subcontractors. All terms, conditions, and requirements of the Contract will apply without qualification to any services and work performed by any its agents, authorized representatives, consultants, directors, employees, officers, Respondent Parties, Partners, and Subcontractors of the Contractor.

9.3 Authorized to Work on Project

The Contractor shall certify that all personnel are legally authorized to perform work under the Contract, pursuant to federal, local, and state guidelines, policy, mandates, and statutes, and shall further attest, under penalty of perjury, that all proposed personnel assigned by the Contractor or any approved agent, authorized representative, director,

employee, officer, Respondent Entity, Party, Partner, and/or Subcontractor staff, whether identified by name in the Contract or not, are one of the following: (a) a citizen or national of the United States; (b) a lawful permanent resident; or, (c) otherwise authorized to work in the United States until such individual's Project responsibilities have been fulfilled.

The Contractor shall further represent that each agent, authorized representative, director, employee, officer, individual, Respondent Entity, Party, Partner, and/or Subcontractor assigned at any time to perform work under the Contract will be in compliance with the requirements of this Section and shall acknowledge that NLPA reserves the right to audit the Contractor's records for compliance with this Section of this RFQ/P.

All work performed under the Contract, regardless of by whom, shall be performed within the borders of the United States.

9.4 News Releases

NLPA is the only entity authorized to issue news and/or press releases relating to this RFQ/P, its evaluation, award, or any contract and performance there under.

9.5 Deliverables and Payment

The Contractor will receive the payments upon approval by NLPA's Contract Administrator(s) of the invoices as set forth in the Contract.

9.6 Inspection and Approval of Work

The Contractor will permit the Project Administrator(s) or a duly authorized representative to inspect and audit all work, material and other data and records connected with the Contract.

9.7 Retention of Records

The Contractor shall maintain accounting records and other evidence pertaining to the costs incurred in accordance with all document retention regulations in the State of Connecticut, and shall make the records available to NLPA at the Contractor's office, at all reasonable times, for the Term of the Contract and for a relevant period of time after the Expiration of the Term as set forth by the regulations of the ST of CT Librarian.

9.8 Responsibility to Its Employees

The Contractor accepts full responsibility for payment of unemployment insurance, workers' compensation, and social security, as well as all income tax deductions, and any other taxes or payroll deductions required by the law for its employees engaged in the work authorized by the Contract at Contractor's expense without reimbursement from the NLPA.

9.9 Organization of Project Team

9.9.1 Organization of the Project Team

The Contractor and NLPA shall be mutually responsible for organizing a Project team consisting of the Contractor's personnel and NLPA's Project staff. The Contractor shall

provide a graphical representation of the Project team organization. The Contractor shall have no supervisory or other control over any NLPA staff.

9.9.1.1 Contractor Project Team Members

The Contractor will provide a Project Manager and a fully qualified backup, with appropriate skills and experience, for the entire duration of the Project and will not substitute or assign personnel to the Project unless NLPA reviews the qualifications of the new individual and the Project Administrator(s) approves the replacement as shall be set forth in the Contract.

9.9.2 Other Contractor Personnel

All additional and key support personnel required to successfully complete the Project shall be identified in the proposed Project Plan. For the duration of the Project, these support personnel will work closely with NLPA staff involved in the Project.

9.9.3 Communications

All communications between the Contractor and the NLPA Project team and/or any outside party must be through the Project Administrator(s).

9.10 Option of Obtaining Services Outside of the Contract Resulting from this RFQ/P

NLPA reserves the right to contract separately for other services within the scope of this Project, when in the best interest of NLPA.

9.11 Legal Terms and Conditions

All Respondents must adhere to the following legal, procedural and policy conditions and requirements and shall clearly state its compliance in the Response. These conditions and requirements shall form the basis of the Contract that will be transmitted upon conditional award. In the event the Respondent objects to specific conditions and requirements the Response shall: (1) include a clear statement of its rationale for the objection; (2) provide recommended alternative provisions (consistent with the verbiage used throughout the conditions and requirements) for NLPA's consideration; and, (3) include a statement of the ways and means that the recommended provisions would correct the claimed deficiency, while maintaining fairness to both parties. **IT IS NOT ACCEPTABLE** to simply replace an NLPA provision with a Respondent's alternative provision. While this requirement does not constitute a negotiation of the terms of an eventual Contract NLPA seeks to elicit enough information in order to assess the expectations of the Respondent with respect to these conditions and requirements.

During the procurement process and the evaluation of the Responses the objections shall be taken into account by NLPA and **MAY BE THE BASIS FOR REJECTION OF A RESPONSE**. Following the conditional award, if NLPA cannot reach consensus with the selected Respondent within a reasonable time, NLPA shall commence negotiations with the next best Response and so on until either the Contract is executed or NLPA decides to start the RFQ/P process again.

Each Respondent shall address the following items:

9.11.1 Discrimination in Employment or Housing by the Contractor.

As a condition of the Contract with NLPA, the Contractor acknowledges and agrees that it shall not discriminate in either employment or housing as more fully set forth in the applicable provisions of federal and state law and regulation as presently in full force and effect or, as may be amended, from time to time. Such prohibition shall extend and be applicable to all subcontracts let or awarded and all contracts let or awarded by either NLPA or the Contractor. Noncompliance with the provisions of the Harassment and Discrimination Policy (Schedule G) and Chapter 13.1, Article II, Section 13.1-26 (5) (Schedule H) of the New London Code, as may be amended from time to time, shall be grounds for cancellation, termination, or suspension of the Contract, in whole or part, by NLPA.

9.11.2 Due Diligence Representations and Warranties.

The Contractor shall agree to the representations and warranties pertaining to Due Diligence in Section 8.2.

9.11.3 Freedom of Information Act and Public Records.

The Contract may be subject to the provisions of C.G.S., §1-218. In accordance with this Section, each contract in excess of two million five hundred thousand dollars (\$2,500,000.00) between a public agency and a Person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a Person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of C.G.S., §§1-205 and 1-206.

9.11.4 Forum and Choice of Law.

The Contract shall be deemed to have been made in the City of New London, State of Connecticut. The Contractor and the NLPA will agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. The complaint shall be made returnable to the Judicial District of New London only and shall not be transferred to any other court. The Contractor shall waive any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

9.11.5 Indemnification and Hold Harmless.

Contractor shall indemnify, defend and hold harmless the New London Parking Authority ("NLPA") and the City of New London ("City"), and their respective agents, officials, employees, successors and assigns (collectively, the "Indemnitees") from and against any and all loss and liability (statutory or otherwise), claims, demands, actions, causes of action, suits, judgments, costs, executions, interest and expense whatsoever (hereinafter, individually and collectively, a "Claim" or "Claims"), in law or in equity, which arise from or in connection with Contractor's performance or failure to perform

hereunder and/or any other act, error or omission which occurs or fails to occur on the part of Contractor or any of its agents, authorized representatives, directors, employees, members, officers, Respondent Entities, Parties, Partners, and Subcontractors under or in connection with this Contract or the Project during the term hereof. Contractor's obligations to indemnify and hold harmless the Indemnitees as aforesaid shall include, but not be limited to, protecting the Indemnitees from all Claims for or arising from (i) any failure by Contractor to pay for any goods or services obtained by it hereunder, (ii) any negligent act, error or omission on the part of Contractor or any of its agents, authorized representatives, directors, employees, members, officers, Respondent Entities, Parties, Partners, and Subcontractors in the acquisition or provision of any goods or services hereunder, and (iii) any injury (including death) to persons, or damage to real or personal property (including the loss of use thereof and environmental contamination), which results from any act, error or omission on the part of Contractor or any of its agents, authorized representatives, directors, employees, members, officers, Respondent Entities, Parties, Partners, and Subcontractors under or in connection with this Contract. In case any action or proceeding is brought against any of the Indemnitees by reason of any matter which is the subject of the foregoing indemnity, Contractor shall pay all costs of investigation and defense (including, but not limited to, all court costs, reasonable or otherwise attorneys' fees, and out-of-pocket expenses), and all losses and liabilities which result therefrom. The provisions of this Section of this RFQ/P shall survive the expiration or earlier termination of this Contract.

9.11.6 The Contractor's Insurance Requirements.

The Contractor shall purchase and maintain such insurance as will protect it and the other parties specified or referenced within the Respondent's Response and subsequent executed Contract from claims identified below, which may arise out of or result from the Contractor(s)'s performance of services under the Contract. This shall be the case, whether such operations are by the Contractor or by its agents, authorized representatives, directors, employees, members, officers, Respondent Entities, Parties, Partners, and Subcontractors or by anyone directly or indirectly employed by any of them or by anyone for whose acts of them may be liable.

At least ten (10) days before the Contract is executed and prior to performing any services thereunder the firm will be required to file with the NLPA a Certificate of Insurance, executed by an insurance company or authorized representative satisfactory to the NLPA and in an acceptable form. The policy shall name the "New London Parking Authority" and the "City of New London" as additional insureds and state that, with respect to the Respondent's Response, the firm carries insurance in accordance with the following requirements or will obtain such insurance.

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

- 9.11.6.1 Commercial General Liability Insurance** (including contractual liability coverage) insuring against damages to persons and property (including, but not limited to, loss of life) in an amount not less than a combined single limit of at least Two Million and 00/100 (\$2,000,000.00) Dollars for each occurrence;

9.11.6.2 Automobile Liability Insurance (including non-owned or hired vehicles) insuring against damages to persons and property (including, but not limited to, loss of life) in an amount not less than a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence;

9.11.6.3 Workers' Compensation Insurance covering Contractor and its agents and employees at the Connecticut Statutory limit including Employers' Liability with limits of One Million and 00/100 Dollars (\$1,000,000.00) for each accident, One Million and 00/100 Dollars (\$1,000,000.00) for each disease/policy limit, and One Million and 00/100 Dollars (\$1,000,000) for disease for each employee;

9.11.6.4 Excess Liability Insurance with a minimum combined single limit coverage of not less than Five Million and 00/100 Dollars (\$5,000,000.00); and,

9.11.6.5 Garage Keeper's Liability Insurance covering loss or damage to automobiles. The minimum coverage will be for the "Specified Cause of Loss" including fire lightning, explosion, theft, mischief, or vandalism with the total limits of not less than One Million and 00/100 Dollars (\$1,000,000.00). This policy may not contain a per vehicle deductible that is greater than five hundred (\$500).

9.11.7 All insurance will be affected under standard form policies by insurers of recognized responsibility which are licensed to do business in the State of Connecticut and which are rated as A- (VIII) or better by the latest edition of Best's Rating Guide or other recognized replacement, therefore. Except as otherwise provided to the contrary in this Section of this RFQ/P, any insurance required by this Contract may be obtained by means of any combination of primary and umbrella coverages and by endorsement and/or rider to a separate or blanket policy and/or under a blanket policy in lieu of a separate policy or policies, provided that Contractor shall deliver a Certificate of Insurance of any said separate or blanket policies and/or endorsements and/or riders evidencing to NLPAs that the same complies in all respects with the provisions of this Contract, and that the coverages thereunder and the protection afforded NLPAs and the City as additional insureds hereunder are at least equal to the coverages and protection which would be provided under a separate policy or policies procured solely under and by reason of this Contract.

9.11.7.1 Except as otherwise indicated, the insurances required in this Section of this RFQ/P may be carried on either an "occurrence" or a "claims made" basis, providing, however, that, should any insurance be carried on a "claims made" basis, Contractor also shall be obligated to procure an extended reporting period thereto or a subsequent "claims made" policy with the same retroactive date as the prior "claims made" policy, as necessary to protect the NLPAs and the City as additional insureds from any claims, actions or causes of action which first accrue during the term hereof.

9.11.7.2 All references in this Section of this RFQ/P to a "deductible" shall be deemed to mean a deductible and/or a self-insured retention. No policy required to be procured by Contractor pursuant to this Contract shall be subject to a deductible or similar provision limiting or reducing coverage. If any person is owed, pursuant to any policy required hereunder, any sum which is subject to a deductible, Contractor shall pay such deductible. Contractor agrees that it will not carry or be the beneficiary of any insurance insuring Contractor or any other person or entity against the risks for which insurance is required to be maintained pursuant to this

Section of this RFQ/P the insurance and insurance carriers otherwise complies with the terms of this Section of this RFQ/P.

- 9.11.7.3** The NLPA and the City shall be included as additional insureds for all insurance policies required hereunder, other than for Workers' Compensation coverage. ACCORDINGLY, THE FOLLOWING UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE ACCORD INSURANCE CERTIFICATE: The New London Parking Authority and the City of New London are included as Additional Insureds, "As Their Interest May Appear" ("ATIMA"). Each Certificate of Insurance shall provide not less or more than a thirty (30) day notice to the NLPA and the City of any cancellation, reduction, or other material change in the coverage to be provided under any of the insurance required hereby. The certificates of the policy or policies evidencing such coverages shall be delivered to the NLPA and the City upon the execution hereof and at least thirty (30) days prior to the anniversary date thereof each year thereafter.
- 9.11.7.4** All insurance policies referred to in this Section of this RFQ/P shall provide that any losses thereunder shall be adjusted with the NLPA and the City, and that any loss thereunder shall be payable to the NLPA and the City as their interests may appear as additional insureds. Neither party shall unreasonably withhold or delay its endorsement to any insurance check payable hereunder.
- 9.11.7.5** It is agreed between the all appropriate parties hereunto that the amounts of insurance in this Contract do not, in any way, limit the liability of Contractor to the Indemnitees by virtue of its promise to indemnify and hold harmless the Indemnitees so that in the event that any Claim results in a settlement or judgment in an amount in excess of the amount of insurance coverage carried by Contractor, Contractor shall be liable to the Indemnitees for the difference, plus all fees and expenses incurred in collecting the same, all at Contractor's sole cost and expense.
- 9.11.7.6** Insurance requirements and coverages may be reviewed from time to time during the term of this Contract and all extensions and renewals hereof. Contractor agrees to comply with any and all reasonable insurance requirements or modifications made by the City's Risk Manager.
- 9.11.7.7** Cancellation or other termination of insurance policies required by this Contract without immediate replacement thereof may be considered a default under this Contract. Contractor agrees that such default may be cured by procurement of insurance on behalf of Contractor, at Contractor's expense, and deducted from any amounts otherwise due to Contractor under this Contract or any other contract with NLPA, at NLPA's option.
- 9.11.7.8** **Production of Insurance Policies.** The Contractor shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by NLPA. In providing said policies, the Contractor may redact provisions of the policy that are proprietary. This provision shall survive the suspension, Expiration or Termination of the Contract.

9.11.7.9 Certificate of Insurance. In conjunction with the above, the Contractor agrees to furnish to NLPA a Certificate of Insurance on the form(s) provided by NLPA, fully executed by an insurance company or companies satisfactory to NLPA, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

The Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be canceled until at least thirty (30) days prior notice bearing the Contract number has been given to NLPA.

The Contractor shall carry and maintain such insurance at all times during all terms of the Contract and during the time that any provisions survive the Termination or Expiration of the Contract.

9.11.8 Failure to Maintain Insurance.

In the event the Contractor fails to maintain the minimum required coverage as set forth herein, NLPA may, at its option, purchase insurance and invoice or offset the Contractor's invoices for the cost of said insurance.

9.11.9 Contractor Responsibility.

The Contractor shall represent that it is fully experienced and properly qualified to perform the services required by the Contract, and that it is properly licensed, equipped, organized, and financed to perform such services. In the performance of the Contract, the Contractor shall act as an independent Contractor, maintaining complete control over its agents, authorized representatives, consultants, directors, employees, officers, Respondent Entities, Parties, Partners, and Subcontractors. The Contractor shall furnish fully qualified personnel to perform its services under the Contract. The Contractor shall perform all services in accordance with the provisions of the Contract and in compliance with all applicable laws and regulations. It shall be further acknowledged that the services rendered by the Contractor to NLPA hereunder do not in any way conflict with other contractual commitments with or by the Contractor. The Contractor is responsible for the entire performance of the Contract regardless of whether the Contractor performs such services and requirements itself.

9.11.10 Executive Orders.

This Contract is subject to the provisions of:

- 9.11.10.1** Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices;
- 9.11.10.2** Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; and,
- 9.11.10.3** Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

At the Contractor's request, NLPA shall provide a copy of these orders to the Contractor.

9.11.11 Debarment or Suspension.

Suspended or debarred companies, suppliers, material men, lessors or other vendors may not submit Responses for a NLPA contract or participate under the terms of the Contract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

9.11.11.1 The signature on the Contract by the Contractor shall constitute certification that, to the best of its knowledge and belief, the Contractor or any Person associated therewith in the capacity of owner, Partner, director, entity, officer, principal investigator, Project director, manager, auditor, or any position involving the administration of federal or State funds:

9.11.11.1.1 Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Governmental Authority;

9.11.11.1.2 Has not within a ten (10) most recent year period preceding the Contract been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract for a Governmental Authority, violation of federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, tax evasion, violating federal criminal tax laws, or receiving stolen property;

9.11.11.1.3 Is not presently indicted for or otherwise criminally or civilly charged by a Governmental Authority with commission of any of the offenses enumerated in sub-section 9.11.13.1.2 of this certification; and,

9.11.11.1.4 Has not within a ten (10) most recent year period preceding the Contract had one (1) or more transactions for a Governmental Authority terminated for cause for default.

9.11.11.2 Where the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to the Contract. The Contractor agrees to insure that the following certification is included in each Subcontract to which it is a party, and further, to require said certification to be included in any lower tier Subcontractors and purchase orders:

9.11.11.2.1 The prospective lower tier participant certifies, by submission of this Response, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Governmental Authority.

9.11.11.2.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

9.11.12 Remedies and Liquidated Damages.

NLPA remedies and liquidated damage provisions for non-performance or failure to meet deadlines shall be finalized in the Contract.

9.11.13 Contractor Changes.

The Contractor shall notify NLPA, in writing, of any change in its certificate of incorporation, a change in more than a controlling interest in the ownership of the Contractor or a change in the individual(s) in charge of the performance to be completed under the Contract no later than ten (10) days from the effective date of the change. This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the performance. NLPA, after receiving written notice by the Contractor of any such change, may require such agreements, releases, and other instruments evidencing, to NLPA's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under the terms of the Contract. The Contractor shall deliver such documents to NLPA in accordance with the terms of NLPA's written request. NLPA may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Partner or Subcontractor as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor shall continue to perform under the Contract until it is fully performed.

9.11.14 Key Personnel and Approved Subcontractors.

9.11.14.1 Contractor Key Personnel. Each of the Contractor's key personnel, as described in Section 8.3.1.1 of this RFQ/P and as set forth in their Response, shall have the functions assigned as set forth in the Contract, as may be modified, from time to time, to meet the requirements of this Project. NLPA shall have the right to interview, as deemed necessary, and the Contractor shall not designate any Contractor key personnel without consulting with NLPA's Contract Administrator(s) and Project Administrator(s), to assure any mutually acceptable replacements. However, pending NLPA's approval of an individual proposed by the Contractor to be a Contractor key personnel, the Contractor may designate an individual to serve in that position on an interim basis.

9.11.14.2 Assignment of Key Personnel. Contractor key personnel shall remain assigned to this Project for a period equal to work required of said Contractor key personnel as set forth in the Contract. During the Contract Term, the Contractor shall not, without consultation with NLPA's Contract Administrator and Project Administrator, reassign that individual except (i) for a bona fide promotion; resignation, or, (ii) if the Contractor reasonably determines that the individual has failed to adequately perform his or her duties; or, (iii) if the function or position is no longer required under the provisions of the Contract.

9.11.14.3 Replacement of Key Personnel. If any one of the Contractor key personnel is reassigned, becomes incapacitated, or ceases to be employed by the Contractor and therefore becomes unable to perform the assigned functions or responsibilities, the Contractor shall promptly replace such person with another qualified person in consultation with NLPA's Contract Administrator

and Project Administrator. In the event of reassignment, the Contractor shall provide reasonable notice to NLPA, taking into account the status of the Project and the schedule pertaining thereto. At the beginning of each new phase, if any, or at the milestone for a deliverable, if any, the parties shall agree on any modifications to the Contractor key personnel as set forth in the Contract, taking into account career development, the best interests of the Project and other similar issues.

- 9.11.14.4 NLPA Key Personnel.** NLPA key personnel shall be identified in the Contract. NLPA realizes that continuity of personnel is an important element of a successful Project, and will make reasonable efforts to retain the personnel in the roles to which they are assigned.
- 9.11.14.5 NLPA Right to Review Subcontractors recommended by the Contractor.** The Contractor may enter into written Subcontract(s) for performance of certain of its functions under the Contract in the manner described in the Contract. The Contractor represents that there are no legal issues or impediments that would interfere with the performance of the Contract by any approved Subcontractor. The Contractor shall be wholly responsible for the entire performance of the Contract whether or not approved Subcontractors are used. The Contract shall contain a list of the approved Subcontractors as of the effective date of the Contract. Furthermore, NLPA reserves the right to review any additional Subcontractors for the Contract, who, once approved, shall be deemed to be approved Subcontractors, and to request that the Contractor replace approved Subcontractors who are found at any time to be unacceptable.
- 9.11.14.6 Contractor's Continuing Obligation Regarding Subcontractors.** In the event the Contractor has provided or recommended third-party system and/or Components as specified in the exhibits to the Contract, NLPA shall allow the Contractor to subcontract to provide the necessary system and/or Components and obtain the appropriate warranties relating thereto to ensure compliance with the warranty and maintenance provisions of the Contract. Moreover, the Contractor shall have the continuing obligation to identify all of its Subcontractors and provide NLPA with copies of all agreements with said Subcontractors, with the exception of the financial terms thereof, unless otherwise required by law.
- 9.11.14.7 Objections to Assignment of Personnel or Subcontractors.** In the event either party has an objection to the assignment of personnel or a Subcontractor, the party shall file the objection in writing with the reasons enumerated, therefore. The parties shall jointly consult on corrective action and handle objections on a case-by-case basis. This provision shall not be deemed to give NLPA the right to require the Contractor to terminate any Contractor employee or approved Subcontractor; it is intended to give NLPA only the right to require that the Contractor discontinue using an employee or approved Subcontractor in the performance of services rendered to NLPA under the Contract.

9.11.15 State Fiscal and Product Performance Requirements.

NLPA, at its sole discretion, may terminate or reduce the scope of the services under the Contract, if available funding is reduced for any reason. NLPA shall provide reasonable advance notification in the event that funds are not appropriated or available, and NLPA will not authorize work to be performed by the Contractor if funds have not been appropriated or made available. The Contractor has no obligation to perform any work that exceeds the funds appropriated or available.

9.11.16 Disputes.

Should any disputes arise with respect to the Contract, the Contractor and NLPA agree to act immediately to resolve such dispute. The Contractor agrees that the existence of the dispute notwithstanding, it will continue without delay to carry out all its responsibilities under the Contract of all non-disputed work; any additional costs incurred by the Contractor or NLPA as a result of such failure to proceed will be borne by the Contractor, and the Contractor will make no claim against NLPA for such costs. Dispute resolution provisions will be included in the Contract.

9.12 Legal Terms and Conditions Applicable to Services and Warranties

9.12.1 PERFORMANCE OF SERVICES AND WARRANTIES.

9.12.1.1 All Services shall be performed by Contractor in a timely and good workmanlike manner and in accordance with: (i) sound parking operations practices of, and pursuant to a standard of care exercised by, parking service providers performing similar services under like circumstances in the United States and Canada; (ii) any and all instructions, guidance and directions provided by NLPA to Contractor; (iii) this Contract; and (iv) any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction, including but not limited to those ordinances of the City pertaining to affirmative action and living wage (collectively, the "Standards").

9.12.1.2 For the entire term of the Contract, including any extensions thereto from the date of installation of any system equipment and materials (the "Warranty Period") the Contractor warrants the workmanship, equipment, and materials furnished under this Contract against defects. If during or at the end of the Warranty Period NLPA determines that any of such workmanship, equipment or materials is or has become defective, Contractor shall, at its own cost and expense, promptly repair or replace such defective workmanship, equipment, or materials in order to render the same to the same condition as warranted above. Any repairs to or replacements of such workmanship, equipment or materials required under this Section 9.12.1.1 must be approved by NLPA before Contractor may commence performance of such repairs or replacements, and all such approved repairs and replacements shall be performed in accordance with all applicable Standards. In connection therewith Contractor shall obtain all warranties and guaranties for all materials and equipment furnished hereunder by Contractor that are assignable to NLPA. Contractor shall assign

such warranties and guaranties to NLPA upon the Acceptance Date. Contractor's obligations under this Section 9.12.1.1 shall survive the termination or expiration of this Contract.

9.12.2 Warranty Period.

The Warranty Period shall begin upon NLPA's acceptance of any hardware, software, operating systems, support services, materials, etc. ("Equipment") and will end upon termination of the Contract, including any extensions thereto. During this time, the Contractor shall be responsible for Full System performance, "bug" fixes, design defects, maintenance, help desk, hardware, software and support services issues and any other matters that affect the efficient and correct performance of the Full System. By mutual agreement in the Contract, NLPA and Contractor may enlist the services of an outside arbitrator who would resolve such situations and whose decision would be final.

9.12.3 Warranty.

The Respondent shall set forth a warranty provisions taking into account the operational and system requirements of this RFQ/P as needed.

9.12.4 Warranty Service Standards.

The Respondent shall set forth a detailed explanation of the warranty services for the any and all hardware and software as needed.

9.12.5 Warranties of Commercially Available Products.

The Respondent shall agree to a provision pertaining to commercially available Equipment, taking into account the requirements of this RFQ/P as needed.

9.12.6 Implied Warranties.

The Contract shall include a provision taking into account the requirements of this RFQ/P as needed.

9.12.7 Inspection of Work Performed.

All Contractor work shall be open for inspection at any time as required by the Project Administrator(s).

9.12.8 Parking Citation Information Management System Technology.

9.12.8.1 Readiness of Systems. The Respondent must warrant, represent and certify in the Transmittal Letter that the system and related Equipment utilized in response to this RFQ/P, including commercially available and/or proprietary Equipment that may be modified in order to meet the requirements of this RFQ/P (hardware, software, operating systems, support services, materials, etc.) are currently manufactured and/or available for general sales, lease, or licenses on the date the Response is submitted, unless an alternative approach to this RFQ/P requirements are otherwise agreed to by NLPA. Any proprietary Equipment, commercially available and/or proprietary Equipment that may be modified in order to meet the requirements of this RFQ/P must be identified as such.

9.12.8.2 Non-Acceptance of System. Failure of Equipment to be operated in a manner conducive to meeting the requirements of this RFQ/P shall result in NLPA's withholding of payment.

9.12.8.3 Patent and Copyright Protection. In accordance with Conn. Reg. §4d-3-9(b), the Contractor shall indemnify, defend, and hold harmless the City and the NLPA, its agencies, officers, employees, and agents from and against all losses, liabilities, damages (including taxes) and all related costs and expenses (including reasonable attorney fees and all court awarded fees and costs, disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), incurred in connection with any claim, lawsuit or proceeding brought against the City and the NLPA, its agencies, officers, employees and agents, by any third party, to the extent that such claim, action or proceeding is based on a claim that any Component(s) provided or recommended by the Contractor, including but not limited to Equipment furnished herein, or the operation of such Component(s) infringes any patents, trademark, trade secrets or copyright of any person or entity, which right is enforceable under the laws of the United States. Any claimed infringement that results from the combination of Component(s) furnished hereunder with other Hardware, Software, Support Service(s), Materials and/or apparatus, or devices not furnished hereunder and not integrated together with the written advice and consent of the Contractor's Project Manager is specifically excluded from the terms of this indemnification provision. It is further agreed, except as provided herein, that the Contractor's obligation to indemnify, defend, and hold harmless the City and the NLPA, its agencies, officers, employees, and agents, herein, is subject to the City and the NLPA granting the Contractor the right to control, the corresponding settlement and/or legal proceedings at the Contractor's sole cost and expense. Without affecting its indemnification obligations, the Contractor's right to control the settlement and/or legal proceedings as set forth herein shall be waived to the extent that the Contractor has: filed under any chapter of the bankruptcy code, as amended, or for the appointment of a receiver, or if an involuntary petition in bankruptcy is filed against the Contractor and said petition is not discharged within sixty (60) days, or becomes insolvent or makes a general assignment for the benefit of its creditors, or if its business or property shall come into the possession of its creditors, a receiver or any governmental agency or if the City and the NLPA determines that the settlement or defense of the legal proceedings will place the City and the NLPA in jeopardy. All appropriate parties shall cooperate in the defense of such claims or demands.

The City and/or the NLPA shall promptly, after receiving notice of the commencement or threatened commencement of any action or proceedings pertaining to an alleged infringement of any intellectual property right with respect to Component(s) provided or recommended by the Contractor, notify the Contractor of such claim. No failure to promptly notify the Contractor shall relieve the Contractor of its indemnification obligations except to the extent that the Contractor can demonstrate specific injury attributable to such failure. Within thirty (30) days following receipt of written notice from the City and/or the NLPA relating to such claim, the Contractor shall notify the City and/or the

NLPA in writing that it will assume control of the defense and settlement of that claim, unless the City and/or the NLPA requires an earlier response from the Contractor, which shall not be less than ten (10) days.

If, (1) in the Contractor's opinion, the Component(s), including but not limited to Equipment furnished hereunder is likely to or does become the subject of a claim of infringement as set forth in this provision or, (2) said Component(s) is, or in either parties reasonable opinion likely to be or held to be, infringing, the Contractor shall immediately notify the City and/or the NLPA in writing and without diminishing the Contractor's indemnification obligations, may, at its expense and upon mutual agreement of the appropriate parties, (1) obtain or otherwise procure the right for the City and/or the NLPA to continue the use of such Component(s) at the Contractor's expense; (2) replace or modify to the reasonable satisfaction of the City and/or the NLPA, the Component(s) at issue with Component(s) of equivalent function and performance so as to make it non-infringing, at the Contractor's expense; or, (3) direct the return of the Component(s) and the Contractor will refund to the City and/or the NLPA the fees paid for such Component(s). If the use of such Component(s) by the City and/or the NLPA is otherwise prevented by law, the Contractor agrees to take back such Component(s). The City and/or the NLPA shall pay for the use and maintenance of the Component(s) from the date of Acceptance until the City and/or the NLPA is enjoined from its use, according to the terms of its Contract. The Contractor agrees to grant the City and/or the NLPA a credit for returned Component(s), as depreciated. The depreciation shall be an equal amount per year over the life of the Component(s) in accordance with prevailing federal tax laws.

The Contractor shall reserve the right to control the proceedings and the entire cost and expense of the settlement negotiations and all legal proceedings to the extent it acknowledges its full indemnification obligations hereunder and can demonstrate to the satisfaction of the City and/or the NLPA its financial ability to carry out its defense and indemnity obligations. In conjunction with any such lawsuit, claim, proceeding, or settlement, the Contractor shall keep the City and/or the NLPA informed of the progress thereof. With respect to any such settlement, the Contractor shall (a) bear the costs thereof (including any settlement amount which the City and/or the NLPA would be required to pay), however, the Contractor shall not have the right, without the City and/or the NLPA's consent, to settle any claim, lawsuit or proceeding if the settlement contains a stipulation or admission or acknowledgment of any liability or wrongdoing (whether in contract, tort or otherwise) on the part of the City and/or the NLPA which is beyond the scope of any indemnification provided by the Contractor to the City and/or the NLPA, and (b) make reasonable efforts to make any such settlement confidential.

The Contractor need not indemnify the City and/or the NLPA, however, if the claim of infringement is caused by (i) NLPA's misuse or unauthorized modification of the Component(s); (ii) the City and/or the NLPA's failure to use corrections or enhancements designed to avoid the infringement and delivered by the Contractor; (iii) the City and/or the NLPA's use of the Component(s) in combination with any product or information not owned, developed or

recommended by the Contractor; or, (iv) the City and/or the NLPA's distribution, marketing or use for the benefit of third parties of the Component(s).

9.12.9 Project Manager

For the Term of the Contract, the Contractor's Project Manager shall be on-site in Connecticut at least eighty percent (80%) of the workdays of any given calendar month, unless otherwise agreed upon with NLPA's Project Administrator.

9.12.10 Antitrust.

The Contractor shall assign to the City and/or the NLPA all rights, title, and interest in and to all Claims that it may have or will have, directly or indirectly, under 15 U.S.C. 15 or under C.G.S. Title 35, Chapter 624, relating in any way to the types of products and associated services that are the subject of the Contract. This assignment shall be made and become valid from the effective date of the Contract, without any further action or acknowledgment by the parties. The Contractor shall include the following paragraph in any type of contract that it may enter into with any approved Subcontractor relating to the Contract:

The [NAME OF APPROVED SUBCONTRACTOR] shall assign to the City and/or the NLPA of Connecticut all rights, title and interest in and to all actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum, that it may have or will have under 15 U.S.C. 15. or under C.G.S. Title 35, Chapter 624, relating in any way to the types of products and associated services that are the subject of the Contract between the Contractor and the City and/or the NLPA, dated _____. This assignment shall be made and become valid from the effective date of the contract, without any further action or acknowledgment by the parties.

9.12.11 Taxes-Federal, State and Local.

The City and/or the NLPA are exempt from federal excise, State, and local sales taxes. The Contractor remains responsible however, for any taxes applicable to it in connection with its performance under the Contract.

9.13 Required Forms and Certifications

9.13.1 Nondiscrimination.

References in this Section to "contract" shall mean the Contract and references to "contractor" shall mean the Contractor.

9.13.1.1 The following subsections are set forth here as required by C.G.S., §4a-60:

(a) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure

that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their age, race, ancestry, color, gender, marital status, mental retardation, national origin, religious creed, sex, sexual orientation, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;

(b) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the Commission;

(c) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each Subcontractor or supplier with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this Section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(d) the Contractor agrees to comply with each provision of this Section and §§46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to §§46a-56, 46a-68e and 46a-68f;

(e) the Contractor agrees to provide the State of Connecticut Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and §46a-56.

9.13.1.2 If the contract is a public works contract, the Contractor agrees and warrants that he will employ minority business enterprises as Subcontractors and suppliers of materials on such public works Project at participation percentages set forth in the New London Code, as may be amended from time to time. To the extent this is a Public Works Contract, the Contractor shall be held to a fifteen (15%) percent Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE) standard and/or both as documented in the Respondent's Response. Prior to entering into the contract, the Contractor shall provide the City and/or the NLPA or such political subdivision of the City and/or the NLPA with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members, or other governing body of such Contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this Section, "contract" includes any extension or modification of the contract, and "Contractor" includes any successors or assigns of the Contractor.

9.13.1.3 "Minority Business Enterprise" means any small Contractor or supplier of materials fifty-one per cent (51%) or more of the capital stock, if any, or assets of which is owned by a person or persons: (a) who are active in the daily affairs of the enterprise, (b) who have the power to direct the management and policies of the enterprise and (c) who are members of a minority, as such term is defined in subsection (a) of C.G.S., §32-9n; and "good faith" means that degree of

diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

- 9.13.1.4** Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns, and practices; affirmative advertising, recruitment, and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works Projects.
- 9.13.1.5** The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- 9.13.1.6** The Contractor shall include the provisions of Section 9.13.1.1, above, in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the City and/or the NLPA and such provisions shall be binding on a Subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S., §46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the commission, the Contractor may request the City and/or the NLPA to enter into any such litigation or negotiation prior thereto to protect the interests of the City and/or the NLPA and the City and/or the NLPA may so enter.
- 9.13.1.7** The following subsections are set forth here as required by C.G.S., §4a-60a:
- (a) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut or of the City of New London, and that employees are treated when employed without regard to their sexual orientation;
- (b) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the State of Connecticut Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this Section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (c) The Contractor agrees to comply with each provision of this Section and with each regulation or relevant order issued by said commission pursuant to C.G.S., §46a-56;

(d) The Contractor agrees to provide the State of Connecticut Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S., §46a-56.

The Contractor shall include the provisions of Section 9.13.1.7, above, in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the City and/or the NLPA and such provisions shall be binding on a Subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S., §46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the commission, the Contractor may request the City and/or the NLPA to enter into any such litigation or negotiation prior thereto to protect the interests of the City and/or the NLPA and the City and/or the NLPA may so enter.

Prior to entering into the Contract, the Respondent shall provide the City and/or the NLPA with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members, or other governing body of such Respondent to support the nondiscrimination agreement and warranty set forth in this Section.

9.13.2 Living Wage Ordinance.

The Contractor shall certify compliance with and the jurisdiction of the City of New London Minimum Wage Ordinance as set forth in No. 03-03-14-4 (Schedule F) *et. Seq.* of the New London Code, as may be amended from time to time.

9.13.3 Equal Employment Opportunity.

The Contractor shall certify compliance with and jurisdiction of Harassment and Discrimination Policy (Schedule G) and Chapter 13.1, Article II, Section 13.1-26 (5) (Schedule H) *et. Seq.* of the New London Code, as may be amended from time to time as it relates to Equal Employment Opportunity Employment. A copy of said code section is enclosed herein for reference. Accordingly, the Contractor shall complete and submit a "RESPONDENT'S EEO REPORT" attached hereto as **Schedule D-2**.

9.13.4 Affirmative Action for Professional Services.

The Contractor shall certify compliance with and jurisdiction of Affirmative Action/Equal Employment Opportunity Statement dated October 25th, 2002, *et. Seq.* of the New London Code (as applicable) with respect to the City of New London affirmative action plan for Agreements for Professional Services.

Section 10. Glossary of Defined Terms

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| “BAFR” | Best and Final Response. |
| “C.G.S.” | The Connecticut General Statutes, as amended from time to time. |
| “CHO” | Citation Hearing Office |
| “City” | The City of New London, Connecticut. |
| “Competitive Negotiation” | As defined and available on in Article IV, Chapter 2: Administration, Purchases and Contracts <i>et. Seq.</i> of the New London Code. |
| “Contract” | The definitive written agreement between the State and the Contractor with regard to the services contemplated under this RFQ/P. The Contract shall contain, among other things, the terms and conditions set forth in Section 9 hereof and the solutions requirements, subject to further negotiation and change by the State, together with any and all addenda, exhibits, schedules, and historical documents incorporated therein, including without limitation the RFQ/P and the Response. |
| “Contract Administrator” | The administrator of the Contract on behalf of the NLPA. |
| “Contract Term” | Shall be set forth in the Contract based on the requirement of Section 9.1 of the RFQ/P. |
| “Contractor” | The Firm and/or Person named in the Contract following an award in response to this RFQ/P. The Contractor shall be responsible for all services and requirements under the Contract. |
| “Contractor Parties” | Any parent organization, subsidiaries, affiliates, other related entities, directors, officers, stockholders, or shareholders who own more than 5% of the Respondent or Contractor (See “Respondent Parties”). |
| “Due Diligence” | As defined in Section 8.2 of this RFQ/P. |
| “Equipment” | Hardware, software, operating systems, support services, materials, etc. |
| “Evaluation Committee” | The Committee, established by the NLPA, in order to evaluate and score the Responses. |
| “Expiration” | An end to the Contract due to the completion in full of the mutual performance of the parties or due to the Contract’s term being completed. |

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| “Expense” | Means cost, disbursement, expenditure, fee, payment, and/or tariff. |
| “FOI’ or “FOIA” | The Freedom of Information Act, as amended, together with all regulations promulgated thereunder, from time to time (§§1–200 et seq. of the C.G.S.). |
| “Good Faith” | That degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. |
| “Governmental Authority” | Each and every governmental agency, authority, bureau, department, quasi-governmental body, or other entity or instrumentality, including the United States government and the State. |
| “New London Code” | The Municipal Code of the City of New London, as may be amended from time to time. The ordinances or local laws of the City are applicable to the services and shall remain applicable, as may be amended for the duration of the RFQ/P and the term (s) of the subsequent Contract. |
| “NLPA”, “Authority” or “Parking Authority” | The New London Parking Authority, the authorizing agency for this procurement and project. |
| “NLPA Point of Contact” | The NLPA Director of Parking or individual designated by NLPA or his/her designee, as the single point of contact for Respondents during the Response and evaluation processes. |
| “PDF” | Portable Document Format. |
| “Person” | An individual, Partnership, corporation, business trust, trust, firm, limited liability company, limited liability Partnership, joint stock company, corporation, unincorporated association, society, governmental subdivision, agency or public or private organization or entity. |
| “Project” | The On-Street Parking Operations and Management, Enforcement, Parking Citation Information Management, Meter Collections and Maintenance–Repairs and/or Operations and Management of the Water Street Garage and Municipal Surface Lots. |
| “Project Administrator” | The NLPA Director of Parking or individual designated by NLPA or his/her designee appointed by the NLPA that has overall authority for the Project. |

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| “Project Manager” | The Contractor’s Project Manager. |
| “Project Plan” or “SOW” | The guiding document or scope of work or work plan for implementation of the particular services for the NLPA’s facilities. |
| “Response” | The written submittal by a Respondent in response to this RFQ/P, including any and all supporting documents, plans and other materials. |
| “Respondent” | A Firm and/or Person that submits a Response; |
| “Respondent Parties” | Any parent organization, subsidiaries, affiliates, other related entities, directors, officers, stockholders, or shareholders who own more than 5% of the Respondent or Contractor (See “Contractor Parties”). |
| “Request for Responses” or “RFQ/P” | This Request for Responses, together with and including all schedules, exhibits and addenda attached hereto. |
| “State” or “ST of CT” | The State of Connecticut. |
| “Subcontractor” | Any Person (other than the Contractor) hired to do any of the work or provide any of the services described in this RFQ/P. |
| “Termination” | Means an end to the Contract prior to the end of its agreed term whether effectuated pursuant to a provision of the Contract or for a breach. Termination may also include, in its proper context, the Expiration of the Term of the Contract. |

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Section 11. Schedules

SCHEDULE A

OPERATING STANDARDS FOR OFF-STREET AND ON-STREET PARKING MANAGEMENT

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1.0 ORGANIZATION AND MANAGEMENT – OFF-STREET PARKING

1.01. Off-Street Parking Operations and Management Plan

1.01.1. Development of Plan and Standard Procedures Manuals

In order to ensure the parking system is operated and managed in an efficient and effective manner, an Off-Street Parking Operations and Management Plan (“Off-Street Plan”) shall be developed by the Selected Respondent (“Contractor”). The Off-Street Plan should address all of the issues and standards noted in this Schedule (for each operational area), plus any additional issues noted by the Contractor. Once the Off-Street Plan is developed and approved, future adjustments may be necessary. The Off-Street Plan should be reviewed and updated on an annual basis to ensure all necessary issues and standards are accurately addressed.

In addition, all policies and procedures developed to address the operational/management standards noted in this Schedule should be written and compiled in a Standard Operating Procedures (SOP) manual. A SOP manual shall be developed for each off-street parking facility. The SOP manuals will clarify all necessary operating policies and procedures and provide a reference for all employees of the Contractor or any sub-contractor. The SOP manuals should include all necessary policies and procedures related to the standards included in this Schedule.

1.01.2. Management and Operational Staff

The Off-Street Plan should include sufficient management staff to ensure sufficient oversight of parking operations and maintenance. As the operating hours of each operational area of the system can vary depending on specific needs (e.g., special events, hotel operations, special parking enforcement needs), it should be recognized that variable work shift can be required for both operational and managerial staff. At a minimum, parking system staffing should include (but not be limited to) the following:

- Manager – Provides overall management and oversight of the parking system and coordinates management activities for all operations Sections including but not limited to:
 - Reporting for their assigned areas of responsibility.
 - Scheduling staff, ensuring field level revenue control and auditing, ensuring policies and procedures are followed and providing progressive discipline, as necessary.
 - Facility cashiers, parking attendants (non-cashier facility staff), maintenance staff, office cashiers, and administrative staff. Standards related to these staff members are outlined in the following Sections of this Schedule.

The Off-Street Plan should include an organizational chart, job descriptions, requirements, responsibilities, and training requirements for each staff position. Where possible, the Off-Street Plan should also identify key staff members (e.g., management level staff) and provide necessary contact information.

The Contractor will be responsible for determining the appropriate operational and management staffing for the Water Street Garage and Municipal Surface Lots, subject to NLPA approval. Further, the Contractor will be solely responsible for the actions of its personnel and any consultants or agents it hires.

2.0 OPERATIONS AND MANAGEMENT OFF-STREET PARKING

2.01. Parking Access and Revenue Control Equipment

Parking Access and Revenue Control System equipment ("PARCS") shall be upgraded in the Water Street Garage and the maintenance of it is the responsibility of the NLPA, not the Contractor. However, the Contractor shall be diligent in reporting any malfunctions or issues requiring attention by the NLPA.

The following PARCS operational standards are recommended:

- Equipment should be maintained per manufacturer recommendations, including (but not limited to):
 - Lubrication of moving parts
 - Cleaning of equipment and associated mechanisms
 - Periodic inspections of each piece of equipment
 - Required updates of system software
 - Replacement of damaged/malfunctioning parts
- PARCS equipment should be repaired within eight (8) business hours of a malfunction notice and replaced within forty-eight (48) hours of a notice of complete equipment failure.
- Each component of the PARCS should be individually identified using a unique code that identifies the lane it is located on and the type of equipment it is (e.g., a ticket dispenser located on Lane 1 could be labeled L1-TS). Each piece of equipment should be labeled with its' identifier and located on a facility lane map.
- All equipment maintenance should be recorded using a maintenance log maintained in each facility. This log should include the date and time of each malfunction (or noted repair need), the equipment identifier, the nature of the malfunction (or repair need), the date and time of service/repair, and the name of the repair technician.
- Each facility's equipment maintenance log should be reviewed at least once per month to identify outstanding maintenance issues, determine the responsiveness of equipment maintenance providers, and identify equipment concerns.
- With the assistance of the equipment provider and/or the current maintenance provider, a training plan should be developed to provide basic equipment training to parking staff. This training should include basic equipment maintenance (e.g., clearing ticket jams) to help minimize equipment downtime.
- The lifespan of PARCS equipment will vary depending on environmental conditions and preventative maintenance performed. However, PARCS equipment replacement should be considered once repair costs exceed the cost of purchasing new equipment. This typically occurs once the equipment reaches eight (8) to twelve (12) years of service.

The future off-street parking revenue control equipment shall be the most current design and operating methodology available implemented and shall be ADA compliant.

2.02. Parking Facility Offices

The Water Street Garage includes an office that provides space for the Contractor's administrative/management staff, cashiers, customer waiting areas, safe rooms, file storage, and desktop computers (e.g., SCAN Net computers and parking staff workstations). Employee breaks shall be off-site in accordance time periods established by the mutual agreement of the NLPA and the Contractor.

The Water Street Garage office shall be staffed during all regular business hours established by the mutual agreement of the NLPA and the Contractor to assist patrons with parking issues (e.g., answering questions and processing monthly parking payments).

2.03. Parking Facility Staffing

2.03.1. Management and Supervision

The Contractor shall provide a Manager given the current levels of parking utilization and activity; sufficient operational oversight is key to the success of the parking facility/system.

2.03.2. Administrative Staff/Cashiers

As the Water Street Garage has an office, it is recommended that Administrative Staff/Cashiers be available during regular business hours established by the mutual agreement of the NLPA and the Contractor. The Administrative Staff/Cashiers will be responsible for duties such as (but not limited to) basic administrative/office duties, answering customer questions, responding to incoming calls, verifying cash deposits, etc.

2.03.3. Cashiers

Parking cashiers will process transient parking transactions in the parking facility exit lanes using a fee computer. Sufficient cashier staff should be present to ensure safe and efficient transient processing with minimal customer delays.

2.03.4. Special Event Attendants

Additional staff may be needed during special events to collect parking fees at entry, assisting with incoming traffic, and/or facilitate exiting traffic. Any traffic direction provided by parking employees should occur within the parking facilities only. Parking staff should not direct traffic on city streets.

2.03.5. Maintenance Personnel (Porters)

Maintenance personnel will be responsible for daily custodial duties, scheduled facility maintenance, facility sweeping, and other directed maintenance projects.

2.03.6. Uniforms and Appearance

All parking system employees shall wear an NLPA approved uniform at all times while on duty (management and office staff should be in appropriate business attire). The uniform shall denote the NLPA logo. In addition, all staff should conform to typical industry appearance standards (e.g., conservative hairstyles and facial hair, cleanliness, minimal jewelry, no visible tattoos, and clean uniforms).

In situations where staff will be directing facility traffic, adequate safety gear should be provided (e.g., reflective safety vests, traffic direction flags, flashlights with safety wands, traffic control barricades).

2.03.7. Training

The Contractor shall develop a formalized training program for each staff position in the parking system. At a minimum, this should include (but not be limited to):

- A set amount of “classroom” training that covers all policies and procedures specific to the position.
- Classroom training that shall cover basic customer service and, if necessary, conflict resolution training for Enforcement Officers (“Parking Ambassadors”).
- Supervised field/office training with an experienced employee.
- Equipment and/or vehicle training.
- An initial evaluation process to determine if the new employee has mastered the necessary skills to work alone.
- After sixty (60) to ninety (90) days, a secondary evaluation process should be included to determine if the employee is effectively covering all job requirements or if retraining is necessary.
- Periodic refresher training for customer service and updates to parking system policies and procedures (at least twice per year).
- Cross-training opportunities to make parking staffing more flexible.
- Additional training opportunities to help prepare staff for possible advancement in the future.

2.03.8. Employee Policies and Procedures

All employee policies, conduct requirements, as well as all progressive discipline policies, should be provided in a written SOP manual. The SOP manual should detail all expectations, serious offenses, and consequences for failing to meet the requirements. At a minimum, the SOP manuals should include the following items (but not be limited to):

- Job descriptions
- New hire procedures
- Employee screening and background check policies
- New employee training
- Attendance policies
- Uniform and appearance policies
- Drug and alcohol policies
- Employee conduct policies
 - Customer service policies
 - Booth and office policies
 - Handling questions from the public or media
 - Employee information policies
 - Employee honesty
 - Workplace visitor policies
 - Solicitations and distributions at work

- Progressive discipline policies (including severe transgressions)
- Break policy
- Overtime policy
- Employee evaluation policy
- Vehicle usage policies
- Safety and security policies
- Cultural diversity, nondiscrimination, and harassment policies

2.04. Cashiering and Attendant Operations

The accurate and efficient processing of transient parking fees is crucial to a successful parking operation. This includes daily post-pay transient parking operations; prepay parking for special events and office cashiering. The Off-Street Plan and the SOP Manuals should address (but not be limited to) the following elements:

- Opening procedures (start of shift procedures)
- Cashier responsibilities
- Transaction processing procedures
- Validation policies and procedures
- Deposit procedures
- Closing procedures (end of shift procedures)
- Sample forms and logs
- Lot full procedures
- Special event parking policies and procedures (including both cashiering and traffic control)
- Incident reporting

NLPA parking facilities currently accept cash, credit/debit cards, and approved customer validations for the payment of parking fees. The NLPA does not accept checks for the payment of transient parking fees. Additional forms of payment such as (but not limited to) parking specific debit cards and/or prepaid parking passes/vouchers could be incorporated in the future.

In situations where credit/debit cards are accepted for payment, all policies, procedures, and equipment must be PCI (Payment Card Industry Data Security Standard) and CISP (Cardholder Information Security Program) compliant.

2.05. Parking Facility Revenue Control

Adequate revenue control and auditing is essential to developing a financially sustainable parking operation and ensuring accurate utilization reporting. Written revenue control policies and procedures shall be developed to formalize standards and provide a reference for the selected Contractor's employees.

Revenue control policies and procedures should include the following items (but not be limited to):

- Start of day and end of day vehicle counts
- Pulling start of day and end of day spitter tickets
- Dual verification of change funds and deposits
- Separation of regular cashier and break cashier funds
- Separation of cashiering and auditing staff
- Daily cashier auditing and reconciliation
- Policies and procedures for processing payments received by mail
- Utilization of system generated reports for auditing
- Issuance of monthly parking access cards
- Utilization of non-resettable lane counters (e.g., vehicle counts and collection grand totals)
- Periodic reconciliations of monthly access cards (e.g., comparing cards in stock, cards destroyed, active cards, and cards with billing information)
- Periodic reconciliations of parking validations (e.g., comparing validations in stock, validations destroyed, active validations, and validation billing records)
- Utilization of tamper-evident deposit bags
- Bank deposit policies and procedures
- Policies and procedures for investigating bank overages and shortages
- Flowchart of revenue control, reconciliation, and auditing processes

2.06. Reporting

Accurate reports of facility activities provide the parking system with valuable data to make decisions concerning the allocation of resources, adjustments to parking rates, space allocations, communicating facility utilization, adjustments to marketing programs, and overall financial performance. In order to make informed operational and managerial decisions, the Off-Street Plan (as well as appropriate portions of the SOP manuals) should include the following items (but not be limited to):

- Daily cashier and lane activity reports
- Daily auditing and reconciliation reports
- Daily parking revenue deposit reports
- Monthly parking facility utilization reports (by parking type)
- Monthly parking facility revenue and expense reports
- Monthly accounts receivable and accounts payable reports
- Monthly parker sales and activity reports
- Monthly parking validation billing reports
- Monthly maintenance reports
- Monthly customer service reports
- Monthly facility incident reports

2.07. Utilization and Allocation of Parking Spaces

Parking facility utilization statistics shall be tracked on a daily basis using the differential counts provided by the PARCS. Separate utilization statistics for transient parking and monthly parking shall be maintained. Daily facility utilization statistics shall be compiled and summarized in monthly facility utilization reports.

The Off-Street Plan shall include provisions for tracking parking facility utilization and provide basic criteria for adjusting user allocations. Parking facility user group allocations (e.g., transient versus monthly) can be adjusted as needed to improve parking facility utilization, meet market parking demands, and/or improve parking facility financial performance.

2.08. Customer Service

Proper customer service is critical to the continued success of the parking system. The Off-Street Plan, as well as the SOP manuals, shall include a customer service plan. This plan will provide the basic policies and procedures for addressing customer service issues. The customer service policies and procedures developed for the plan should be consistent among the various NLPA parking facilities.

The customer service plan should address (but not be limited to) the following issues:

- Greeting customers
- Interacting and communicating with customers
- Concluding interactions with customers
- Responding to customer questions
- Prioritizing and addressing customer complaints
- Appropriate customer follow-up
- Dealing with conflicts
- Documenting customer service issues, concerns, and actions taken
- Communicating customer service concerns with management
- Reviewing customer service reports to ensure all issues are addressed

Sufficient customer service training is required to ensure all parking employees interact with the public appropriately. As noted, all employees should receive formalized customer service training during the initial training process. In addition, refresher training should be provided periodically (at least twice per year) to ensure employees maintain high customer service standards.

2.09. Daily Maintenance and Custodial Responsibilities

In order to ensure all facilities are properly maintained and remain safe and secure, the parking operations and management plan, as well as the SOP manuals, must address all appropriate daily maintenance and custodial responsibilities. In addition, all other preventative maintenance issues should also be addressed. Recommended maintenance and custodial responsibilities are detailed in Section 2 of this Schedule.

3.0 ORGANIZATION AND MANAGEMENT – ON-STREET PARKING

3.01 On-Street Parking Operations and Management Plan

3.01.1 Development of Plan and Standard Procedures Manuals

In order to ensure the parking system is operated and managed in an efficient and effective manner, an On-Street Parking Operations and Management Plan (“On-Street Plan”) shall be developed by the Selected Respondent. The On-Street Plan should address all of the issues and standards noted in this Schedule (for each operational area), plus any additional issues noted by the selected Contractor. Once the On-Street Plan is developed and approved, future adjustments may be necessary. The On-Street Plan should be reviewed and updated on an annual basis to ensure all necessary issues and standards are accurately addressed.

In addition, all policies and procedures developed to address the operational/management standards noted in this Schedule should be written and compiled in a Standard Operating Procedures (SOP) manual. The SOP manuals will clarify all necessary operating policies and procedures and provide a reference for all Contractor employees. The SOP manuals should include all necessary policies and procedures related to the standards included in this Schedule.

3.01.2 Management and Operational Staff

The On-Street Plan should include sufficient management staff to ensure sufficient oversight of on-street parking operations and maintenance. As the operating hours of each operational area of the system can vary depending on specific needs (e.g., special events, hotel operations, special parking enforcement needs), it should be recognized that variable work shift can be required for both operational and managerial staff. At a minimum, parking system staffing should include (but not be limited to) the following:

- Manager – Provides overall management and oversight of the parking system and coordinates management activities for all operations Sections.
- Managers/Supervisors – Managers/Supervisors will provide field level oversight of on-street operational staff. Managers/Supervisors would be responsible for issues such as (but not limited to) scheduling staff, ensuring field level revenue control and auditing, ensuring policies and procedures are followed, and providing progressive discipline, as necessary.
- Operational Staff – Operational staff includes (but is not limited to) parking enforcement officers, maintenance staff, collections staff and administrative staff. Standards related to these staff members are outlined in the following Sections of this Schedule.

The On-Street Plan should include an organizational chart, job descriptions, requirements, responsibilities, and training requirements for each staff position. Where possible, the On-Street Plan should also identify key staff members (e.g., management level staff) and provide necessary contact information.

The Contractor will be responsible for determining the appropriate operational and management staffing for on-street operations in order to meet enforcement expectations and these operating standards, subject to NLP approval. Further, the Contractor will be solely responsible for the actions of its personnel and any consultants or agents it hires.

4.0 ON-STREET PARKING OPERATIONS AND MANAGEMENT

4.01. Parking Revenue Control Equipment

The following on-street parking revenue control equipment operational standards are required:

- Equipment should be maintained per manufacturer recommendations, including (but not limited to):
 - Lubrication of moving parts
 - Cleaning of equipment and associated mechanisms
 - Clearing equipment jams
 - Periodic inspections of each piece of equipment
 - Replenishment of receipt and journal tapes
 - Required updates of system software
 - Replacement of damaged/malfunctioning parts
 - Replacement of device batteries
 - When possible, recycling of device batteries
- On-street parking revenue control equipment should be repaired within eight (8) business hours of a malfunction notice and replaced within forty-eight (48) hours of a notice of complete equipment failure.
- Each single space meter and multi-space kiosk should be individually identified using a unique code that identifies the zone and/or blockface it is located on and the type of equipment it is (e.g., a multi-space meter located in Zone 1, Blockface 4 could be labeled and Z1BF4-MS). Each piece of equipment should be labeled with its' identifier and located on a map.
- Each parking meter should include a logo and appropriate contact information (e.g., telephone number, website address, and/or email address).
- All equipment maintenance should be recorded using a maintenance log that is regularly updated by the Contractor or its designated maintenance provider. This log should include the date and time of each malfunction (or noted repair need), the equipment identifier, the nature of the malfunction (or repair need), the date and time of service/repair, and the name of the repair technician.
- The equipment maintenance log should be reviewed at least once per week to identify outstanding maintenance issues, determine the responsiveness of equipment maintenance providers, and identify equipment concerns.
- The equipment maintenance log shall be shared with Hearing Officers, as needed, to assist with the adjudication of on-street parking citation appeals.
- With the assistance of the equipment provider and/or the current maintenance provider, a training plan shall be developed to provide basic equipment training to on-street parking staff. This training should include basic equipment maintenance (e.g., clearing coin jams or replacing receipt tape) to help minimize equipment downtime.

In the future, additional on-street parking areas may be designated by the City and/or the NLPA. On-street parking revenue control equipment should only be installed in locations that are approved for on-street parking. The equipment should be located on the same side of the street, and the same blockface, as the parking space(s) it serves. Any future on-street parking revenue control equipment should be of a similar design and operating methodology to that of

the prevailing equipment (unless a new operating methodology is implemented on a system-wide basis), and should be ADA compliant. Future on-street equipment should be located within one hundred to one hundred fifty (100-150') feet of the furthest parking space served [e.g., a standard city blockface of approximately three hundred (300') feet could be served by one (1) multi-space kiosk].

4.02. Staffing

4.02.1 Management and Supervision

The City and/or the NLPA will determine on-street parking policies, operational hours, and determine parking and no parking zones. The city will also approve all changes in on-street parking procedures to ensure all applicable laws and/ordinances are supported.

4.02.2 Parking Meter Collectors

Parking meter collection staff should be provided to collect accumulated meter funds on a daily basis. This staff position would be responsible for duties such as (but not limited to) collecting meter canisters and replacing them with empty canisters per the 'daily' and/or "just in time" collection schedule, counting and reconciling daily collections, preparing daily meter deposits, etc.

4.02.3 Parking Meter Technicians

Parking meter technicians provide day-to-day maintenance for the on-street parking revenue control equipment. Day-to-day maintenance should include (but not be limited to) addressing minor equipment malfunctions, replacing receipt and journal tapes, responding to maintenance concerns from other parking employees and/or customers, etc.

4.02.4 Uniforms and Appearance

All on-street parking system employees should wear an approved uniform at all times while on duty. The uniform shall clearly denote the NLPA's logo. In addition, all staff should conform to typical industry appearance standards (e.g., conservative hairstyles and facial hair, cleanliness, minimal jewelry, no visible tattoos, and clean uniforms).

In situations where staff will be working in areas of high traffic, adequate safety gear should be provided (e.g., reflective safety vests and traffic control barricades).

4.02.5 Training

Similar to the off-street operation, the selected Contractor shall develop a formalized training program for each staff position in the on-street program. At a minimum, this should include (but not be limited to):

- A set amount of "classroom" training that covers all policies and procedures specific to the position.
- The period of classroom training should also cover basic customer service skills and conflict resolution training.
- Supervised field/office training with an experienced employee.
- Equipment and vehicle training.
- An initial evaluation process to determine if the new employee has mastered the necessary skills to work alone.
- After sixty (60) to ninety (90) days, a secondary evaluation process should be included to determine if the employee is effectively covering all job requirements or if retraining is necessary.

- Periodic refresher training for customer service and updates to parking system policies and procedures (at least twice per year).
- Cross-training opportunities to make parking staffing more flexible.
- Additional training opportunities to help prepare staff for possible advancement in the future.

4.02.6 Employee Policies and Procedures

All employee policies, conduct requirements, as well as all progressive discipline policies, shall be provided in a written SOP manual. The SOP manual should detail all expectations, serious offenses, and consequences for failing to meet the requirements. At a minimum, the SOP manuals should include the following items (but not be limited to):

- Job descriptions
- New hire procedures
- Employee screening and background check policies
- New employee training
- Attendance policies
- Uniform and appearance policies
- Drug and alcohol policies
- Employee conduct policies
 - Customer service policies
 - Office policies
 - Handling questions from the public or media
 - Employee information policies
 - Employee honesty
 - Workplace visitor policies
 - Solicitations and distributions at work
- Progressive discipline policies (including severe transgressions)
- Break policy
- Overtime policy (Overtime shall be approved by the NLPA only.)
- Employee evaluation policy
- Vehicle usage policies
- Safety and security policies
- Cultural diversity, nondiscrimination, and harassment policies

4.03. Payments and Collections

On-street parking customers shall pay for on-street parking using coins, credit/debit cards, or [contactless payments](#) (single space meters and multi-space kiosks shall accept coins or credit/debit cards only). The rates shall be based on one (1) hour increments [unless otherwise specified by the NLPA](#). The initial payment options provided by the NLPA shall be consistent with typical industry standards. In the future, additional payment options shall include pay-by cell/smart phone, parking-specific debit/credit cards, parking tokens, and/or in-car metering devices.

Formal written policies and procedures shall be developed to ensure meter collections are efficient and collected revenues are secure. Recommended parking meter collection best practices include (but are not limited to):

- Written meter key control, collection, and maintenance policies and procedures
- Enhanced key controls for both collection and maintenance technicians (e.g., electronic keys and/or electronic key safes)
- Utilizing “smart keys” to track collection activities and limit access to meters not being collected
- Utilizing a collection vehicle that is not marked as “meter collections”
- Never leaving collection vehicles unattended while collecting funds from meters/kiosks
- Installing GPS tracking equipment in collection vehicles
- Controlling access to collection canisters, both empty canisters and canisters containing funds
- Utilizing collection teams of two technicians to collect multi-space and single-space meters each day – one technician drives the vehicle and the other collects funds from the meters
- Rotating collection duties between meter collection staff (e.g., rotating driving and collection duties, and rotating collection routes)
- Determining the collection of meter devices (collection routes) based on historical revenue collections (single-space meters) and revenue thresholds reported by the kiosk control/monitoring software (multi-space meters)
- Depositing collections on the same day they are collected
- Minimizing coin collections by providing and promoting credit/debit card payments
- Utilizing revenue reports generated by the multi-space meters to reconcile collections and activities
- Separating collections and coin counting duties from maintenance activities
- Addressing reported parking meter repair needs in a timely fashion to help improve accountability
- Conducting periodic spot audits of meter collection staff to ensure all policies and procedures are followed

4.04. Revenue Control, Auditing, and Reporting

Adequate revenue control and auditing is essential to developing a financially sustainable on-street parking program and ensuring accurate utilization reporting. Written revenue control policies and procedures for the On-Street Plan shall be developed to formalize standards and provide a reference for parking system employees.

On-street revenue control policies and procedures shall include the following items (but not be limited to):

- Pulling revenue data/reports from the multi-space parking meter control software
- Set collection thresholds for multi-space kiosks
- Maintaining blind counts of cash collections (counting staff should not know how much money should be in each collection canister)
- Dual verification of all on-street cash deposits
- Utilization of tamper-evident deposit bags
- Bank deposit policies and procedures
- Policies and procedures for investigating bank overages and shortages
- Separation of collections and maintenance staff
- Comparing meters/kiosks actually collected to daily routes or meters/kiosks targeted for collection
- Utilization of system generated reports for auditing and reconciliation
- Utilization of non-resettable collection grand totals
- Flowchart of revenue control, reconciliation, and auditing processes

Accurate reports of on-street activities provide the parking system with valuable data to make decisions concerning the allocation of resources, adjustments to parking rates, communicating parking space utilization, adjustments to marketing programs, and overall, on-street financial performance. In order to make informed operational and managerial decisions, the parking operations and management plan (as well as appropriate portions of the SOP manuals) should include the following items (but not be limited to):

- Daily collection activity reports
- Daily auditing and reconciliation reports
- Daily parking revenue deposit reports
- Monthly on-street parking utilization reports (transient spaces only)
- Monthly on-street parking program revenue and expense reports
- Monthly on-street equipment maintenance reports
- Monthly on-street customer service reports
- Monthly on-street incident, accident, and security reports

4.05. On-Street Parking Safety

As the on-street equipment is unattended during most operating hours, on-street parking safety is typically focused on the collection process. As with the off-street parking operation, written safety policies and procedures shall be developed to ensure all on-street parking employees follow recommended guidelines. The On-Street Plan shall include the following issues (but not be limited to):

- Vehicles used for the collection of on-street funds should be in good condition with appropriate safety markings and warning lights
- Vehicles should only be used by licensed drivers
- Vehicle drivers should obey all traffic laws and parking regulations
- Vehicles should stop in or be parked in safe areas, not in active traffic lanes (double parking should be avoided whenever possible)
- Meters should be collected during daytime hours
- Teams of two people should be used for meter collection
- The collection team should be within visual contact at all times during the collection process
- Collection team members should be assigned radios or cell phones for emergencies

4.06. Customer Service

As with the off-street parking operation, proper customer service is critical to the success of the parking program. The On-Street Plan, as well as the SOP manuals, shall include a customer service plan for on-street operations. This plan will provide the basic policies and procedures for addressing on-street customer service issues.

The on-street customer service plan should address (but not be limited to) the following issues:

- Customer service hours of operation
- Establishing options/methods for customer contact (e.g., face-to-face, live telephone, automated telephone system, email, regular mail, and via a parking website).
- Interacting and communicating with customers in the field
- Responding to customer questions and concerns
- Prioritizing and addressing customer complaints
- Strategies and standards for appropriate customer follow-up
- Dealing with conflicts
- Documenting customer service issues, concerns, and actions taken
- Communicating customer service concerns with management
- Reviewing customer service reports to ensure all issues are addressed

Sufficient customer service training is required to ensure all parking employees interact with the public appropriately. All employees should receive formalized customer service training during the initial training process. In addition, refresher training should be provided periodically (at least twice per year) to ensure employees maintain high customer service standards.

5.0 PARKING ENFORCEMENT

5.01. Parking Enforcement Equipment

Current parking enforcement equipment consists of handheld citation issuance devices (including computers, printers, docking stations, and management software), patrol vehicle, and photo equipment. The following parking enforcement equipment standards are required:

- Parking enforcement equipment should include the following items:
 - Handheld citation issuance devices (including computers, printers, printable citations, and docking stations)
 - Management software providing the following features (but not limited to):
 - Provide varying levels of access using unique login credentials
 - Tracking of outstanding parking citations and payments
 - Upload scofflaw lists to handheld citation issuance devices
 - Process all citation payments
 - Track citation and payment histories
 - Provide the capability to accept payment via a website
 - Provide a searchable database (searchable by license plate number, vehicle description, date and time, location of citation, issuing officer, violation type, etc.)
 - Ability to share citation information with officer handhelds and appeal officer workstations
 - Document and track all enforcement employee system activities
 - Enforcement vehicles (as needed)
 - Equipment for photo-documenting violations
 - GPS devices to track both enforcement officers and vehicles to:
 - Monitor officer locations and activities in real-time
 - Alert management when officers leave assigned areas
 - Provide reports on officer activities
 - Assist in locating officers when emergencies arise
- Equipment should be maintained per manufacturer recommendations, including (but not limited to):
 - Periodic cleaning of equipment
 - Periodic inspections of each piece of equipment
 - Recommended periodic maintenance of vehicles
 - Replenishment of citation tapes
 - Required updates of system software
 - Replacement of damaged/malfunctioning parts
 - Replacement of device batteries
 - When possible, recycling of device batteries
- Parking enforcement equipment should be repaired within eight (8) hours of a malfunction notice and replaced within forty-eight (48) hours of a notice of complete equipment failure.
- Each piece of enforcement equipment should be individually identified using a unique code.

- All enforcement equipment maintenance should be recorded using a maintenance log that is regularly updated by the Contractor or its designated maintenance provider. This log should include the date and time of each malfunction (or noted repair need), the equipment identifier, the nature of the malfunction (or repair need), the date and time of service/repair, and the name of the repair technician.
- The equipment maintenance log should be reviewed at least once per week to identify outstanding maintenance issues, determine the responsiveness of equipment maintenance providers, and identify equipment concerns.
- The equipment maintenance log should be shared with parking appeals staff to assist with the adjudication of parking citation appeals.
- With the assistance of the equipment provider, a training plan should be developed to provide basic equipment training to parking enforcement staff. This training should include basic equipment operation and maintenance.
- As with all equipment, the lifespan of equipment will vary depending on environmental conditions, preventative maintenance performed, and on how the equipment is treated by staff. However, equipment replacement should be considered once repair costs exceed the cost of purchasing new equipment.

In the future, parking enforcement equipment could include mobile license plate recognition systems to assist with the identification of vehicles parked overtime, as well as vehicles with multiple outstanding parking citations.

5.02 Staffing

5.02.1 Management and Supervision

The City will determine parking enforcement policies, enforcement hours, and determine parking and no parking zones. The City will also approve all changes in parking enforcement procedures to ensure all applicable laws and ordinances are supported.

5.02.2 Parking Enforcement Officers

Parking enforcement officers (Parking Ambassadors) will provide parking enforcement during regular operating hours and during other times established by the mutual agreement of the NLPA and the Contractor, as necessary. This staff position would be responsible for duties such as (but not limited to) issuing parking citations, identifying scofflaws, coordinating vehicle booting (if applicable) and/or towing, answering questions concerning appeals, assisting with the identification of on-street parking maintenance needs, educating the public about parking regulations, answering customer questions, etc.

City police officers and parking facility security staff will be authorized to issue parking citations as needed.

5.02.3 Parking Enforcement Fiscal Assistant

Parking Enforcement Fiscal Assistant shall:

- Process citation payment transactions in the parking enforcement office using a fee computer. Payments may be made in person, by mail, or via a parking website. Sufficient staff should be present to ensure efficient transient processing with minimal customer delays.

- Assist with the operation of the parking enforcement/appeals office, answer incoming telephone calls, update citation records (as needed), input handwritten parking citations written by city police officers or parking facility security officers, etc.

5.02.4 Parking Appeals Hearing Officers

Hearing Officers provide first level reviews of parking citation appeals (higher level appeals would be adjudicated through State courts). This staff position would be responsible for duties such as (but not be limited to) reviewing appeals, investigating concerns/questions from customers submitting appeals, adjudicating appeals, adjusting fees/fines, recording decisions, updating citation records, etc.

5.02.5 Uniforms and Appearance

All Parking Ambassadors shall wear an approved uniform at all times while on duty. The uniform should be brightly colored (e.g., bright green or yellow) or safety vest should be provided to ensure visibility. Uniforms should clearly denote the NLPA's logo. In addition, all staff should conform to typical industry appearance standards (e.g., conservative hairstyles and facial hair, cleanliness, minimal jewelry, no visible tattoos, and clean uniforms).

Office staff should dress in traditional office attire and conform to typical industry appearance standards.

In situations where staff will be working in areas of high traffic, adequate safety gear should be provided (e.g., reflective safety vests and traffic control barricades).

5.02.6 Training

The selected Contractor shall develop a formalized training program for each staff position in the enforcement program. At a minimum, this should include (but not be limited to):

- A set amount of "classroom" training that covers all policies and procedures specific to the position.
- The period of classroom training should also cover basic customer service skills and conflict resolution training.
- Dealing with difficult situations in the field (e.g., witnessing illegal activities and dealing with belligerent individuals).
- Incident reporting.
- Supervised field/office training with an experienced employee.
- Equipment and vehicle training.
- An initial evaluation process to determine if the new employee has mastered the necessary skills to work alone.
- After sixty (60) to ninety (90) days, a secondary evaluation process should be included to determine if the employee is effectively covering all job requirements or if retraining is necessary.
- Periodic refresher training for customer service and updates to parking system policies and procedures (at least twice per year).
- Cross-training opportunities to make parking staffing more flexible.
- Additional training opportunities to help prepare staff for possible advancement in the future.

5.02.7 Employee Policies and Procedures

All employee policies, conduct requirements, as well as all progressive discipline policies, shall be provided in a written SOP manual. The SOP manual should detail all expectations, serious offenses, and consequences for failing to meet the requirements. At a minimum, the SOP manuals should include the following items (but not be limited to):

- Job descriptions
- New hire procedures
- Employee screening and background check policies
- New employee training
- Attendance policies
- Uniform and appearance policies
- Drug and alcohol policies
- Employee conduct policies
 - Customer service policies
 - Office policies
 - Handling questions from the public or media
 - Employee information policies
 - Employee honesty
 - Workplace visitor policies
 - Solicitations and distributions at work
- Progressive discipline policies (including severe transgressions)
- Break policy
- Overtime policy
- Employee evaluation policy
- Vehicle usage policies
- Safety and security policies
- Cultural diversity, nondiscrimination, and harassment policies

5.03. Citation Issuance and Payments

Parking Ambassadors (as well as city police and parking facility security officers) will issue parking citations to illegally/improperly parked vehicles as needed. Parking citations will be issued by parking enforcement officer via handheld citation issuance devices and city police will issue handwritten tickets.

Recipients of parking citations shall be able to pay for parking citations in-person at the parking enforcement office, pay by mail (using checks or credit/debit cards), or pay via a parking website. In situations where credit/debit cards are accepted for payment, all policies, procedures, and equipment must be PCI (Payment Card Industry Data Security Standard) and CISP (Cardholder Information Security Program) compliant.

The On-Street Plan shall include (but not be limited to) the following citation issuance and payment elements:

- Parking enforcement routes and zones
- Citation issuance procedures
- Policies and procedures for issuing warning citations or voiding citations
- Photo-documentation requirements
- Inclement weather policies and procedures
- Rotating parking enforcement staff between enforcement routes/zones
- Citation payment methods
- Fiscal Assistant related policies and procedures
- Revenue control and auditing policies and procedures (see Section 4.06 of this Schedule.)
- Minimizing the impact of parking enforcement on traffic
- Vehicle booting (if applicable) and/or towing policies and procedures
- Sample parking citations
- Incident report policies, procedures, and forms

5.04. Citation Appeal Processes and Fine Adjustments

The parking enforcement program operations and management plan should include a defined parking citation appeals and fine adjustment process. Having a defined process will ensure all appealed citations are adjudicated fairly and efficiently, as well as provide appropriate guidelines appeals officers can use to reduce or dismiss parking enforcement fines. Parking appeal process and fine adjustment policies and procedures should include (but not be limited to):

- Defined policies and procedures for citation appeals
- Guidelines for reducing or dismissing citation fines
- Definition of staff positions permitted to reduce or dismiss fines
- Procedures for adjusting parking fines and updating tracking software
- Parking appeal forms
- Processing appeals received by mail or the parking website
- Definition of appeal timeframes
- Definition of citation appeal steps after the first level appeal

5.05. Billings and Collections

In order to ensure the proper billing and collection of parking citations, a set of billing and collection policies and procedures should be included in the parking enforcement program SOP manual. Parking enforcement billing and collection policies and procedures shall include the following elements (but not be limited to):

- Definition of payment timeframes/deadlines
- Tracking and billing outstanding citations
- Policies and procedures for identifying vehicle owners
- Guidelines for progressive billing notices/invoices
- Policies and procedures for approved collection methods
- Vehicle booting and/or towing policies
- Definition of late fees, penalties, and booting/towing fees

5.06. Revenue Control, Auditing, and Reporting

Adequate revenue control and auditing is essential to developing a financially sustainable parking enforcement program and ensuring accurate utilization reporting. Written revenue control policies and procedures for the parking enforcement program shall be developed to formalize standards and provide a reference for parking system employees.

Parking enforcement revenue control policies and procedures should include the following items (but not be limited to):

- Pulling revenue data/reports from the parking enforcement management software
- Policies for adjusting and reporting parking citation fines
- Dual verification of all enforcement program cash deposits
- Utilization of tamper-evident deposit bags
- Bank deposit policies and procedures
- Policies and procedures for investigating bank overages and shortages
- Separation of Fiscal Assistant and auditing staff
- Utilization of system generated reports for auditing and reconciliation
- Utilization of non-resettable collection grand totals (if available)
- Flowchart of revenue control, reconciliation, and auditing processes

Accurate reports of enforcement program activities provide the parking system with valuable data to make decisions concerning the allocation of available resources, adjustment policies for parking fines, determination of enforcement program effectiveness, adjustments to parking fines/fees, and overall parking enforcement program financial performance. In order to make informed operational and managerial decisions, the On-Street Plan (as well as appropriate portions of the SOP manual) should include the following items (but not be limited to):

- Daily citation issuance reports (by officer and citation type)
- Daily booting(if applicable)/towing reports (by officer)
- Daily citation payment activity reports
- Daily auditing and reconciliation reports
- Daily parking citation revenue deposit reports
- Daily parking citation appeal reports (by appeal officer)
- Monthly citation issuance reports (by citation type)
- Monthly booting (if applicable)/towing reports
- Monthly citation appeals reports
- Monthly accounts receivable reports
- Monthly enforcement parking program revenue and expense reports
- Monthly enforcement equipment maintenance reports
- Monthly enforcement customer service reports
- Monthly enforcement incident, accident, and security reports

5.07. Safety and Security

Written safety and security policies and procedures shall be developed for the parking enforcement program to ensure all employees follow recommended guidelines. The On-Street Plan shall include the following issues (but not be limited to):

- Vehicles used for parking enforcement should be in good condition with appropriate safety markings and warning lights
- Vehicles should only be used by licensed drivers
- Vehicle drivers should obey all traffic laws and parking regulations
- Vehicles should stop in or be parked in safe areas, not in active traffic lanes (double parking should be avoided whenever possible)
- Parking Ambassadors should work in highly visible, well-lighted areas
- Use of office "panic alarms"
- GPS should be used to track enforcement officers and enforcement vehicles
- Enforcement officers should be assigned radios or cell phones for emergencies

SCHEDULE B – COST RESPONSE

B.1 RESPONSE OVERVIEW

Please propose an all-inclusive, Annual Management Fee for On-Street Parking Operations and Management and/or Off-Street Parking Operations and Management, as applicable, for:

- **Initial Term:** Each of the three base years in the Initial Term of the Contract (Years 1 – 3), as set forth in Section 9.1.1 of this RFQ/P; and,
- **Optional Years 4 – 5:** Each of the two optional one-year terms (Optional Years 4-5), as set forth in Section 9.1.2 of this RFQ/P; and,
- The Annual Management Fee for each such extension in optional years four (4) through five (5) shall automatically increase over the fee paid in the prior year based on the percentage of change in the Consumer Price Index during that year not to exceed two and one-half percent (2.5%) unless by mutual agreement of the NLPA and the Contractor.

The Management Fee should include a component pertaining to expanded cashiering hours of operation for the Water Street Garage.

If you are pursuing the off-street portion only of this RFQ/P, please propose a Management Fee for the Water Street Garage only then indicate in writing the following:

“THE RESPONSE IS LIMITED TO THE WATER STREET GARAGE ONLY”.

Note: Any extension beyond the initial three (3) year term is subject to the availability of funds and approval of the NLPA Board of Commissioners, as set forth in Section 9.1.2 of this RFQ/P. Moreover, the operation and management of the NLPA’s On-Street Parking Enforcement, Meter Collection and Meter Maintenance and the operations and management of the Water Street Garage will be expected to commence on an agreed upon date following execution of the Contract(s) by the parties, as set forth in Section 9.1.4 of this RFQ/P.

The all-inclusive Management Fee should recover direct and indirect labor costs associated with Water Street Garage, other indirect costs that could be charged to the contract, profit and normal operating supplies and expenses required for normal operation and maintenance of the facility in keeping with NLPA’s Operating Standards and industry practices. All supplies and services, i.e., uniform service, cleaning supplies, ticket stock, etc. are the obligation of the Contractor.

The NLPA will be responsible for the following expenses:

- Parking and revenue control system maintenance
- Power washing
- Credit card discount fees
- Elevator maintenance
- Snow plowing
- Security patrols, as needed
- Security system maintenance
- Water and sewer
- Electricity

B.2 FISCAL REVENUE EXPENSE

B.2.1 ANNUAL FISCAL YEAR REVENUE BY OPERATION

| LOCATION/OPERATION | JUL 2017 - JUN 2018 | JUL 2018 - JUN 2019 | JUL 2019 - JUN 2020 | JUL 2020 - JUN 2021 | JUL 2011 - JUN 2022 |
|---|---------------------|---------------------|---------------------|---|--|
| Water Street Garage | \$1,294,608.87 | \$1,423,684.00 | \$1,003,761.34 | \$529,768.89 | \$787,178.12 |
| Citations | \$65,210.00 | \$64,375.00 | \$33,865.00 | \$36,855.92 | \$16,610.63 |
| Julian Lot | \$32,777.25 | \$53,772.00 | \$45,455.00 | \$23,250.00 | \$44,426.00 |
| On-Street Meters | \$17,956.49 | \$19,498.20 | \$19,880.53 | \$11,788.05 | \$20,192.91 |
| O'Neill-Tilley Lot | \$16,127.50 | \$22,695.00 | \$19,850.00 | \$19,129.00 | \$16,316.13 |
| Thames Lot* * Property Sold | N/A | \$59,619.00 | N/A | N/A | N/A |
| Parcel J* * Property Sold | \$3,880.00 | \$3,295.00 | N/A | N/A | N/A |
| Ft. Trumbull Permits*** ** Under Contract To 3 RD Party | \$58,230.00 | \$50,380.00 | \$80,849.28 | \$9,317.34*** ** Under Contract To 3 RD Party | \$14,576.32*** ** Under Contract To 3 RD Party |
| Green Harbor Lot | N/A | N/A | N/A | N/A | N/A |
| Marina Lot*** *** IMPT: Pay for Parking To Start Spring 2023 | N/A | N/A | N/A | N/A | N/A |
| Ft. Trumbull Lot | N/A | N/A | N/A | Under Contract To GDEB | Under Contract To GDEB |

B.2.2 ANNUAL FISCAL YEAR EXPENSE BY OPERATION

| LOCATION/OPERATION | JUL 2017 - JUN 2018 | JUL 2018 - JUN 2019 | JUL 2019 - JUN 2020 | JUL 2020 - JUN 2021 | JUL 2011 - JUN 2022 |
|---|--|--|--|--|--|
| Water Street Garage | Included in MGMT CO's Fee | Included in MGMT CO's Fee | Included in MGMT CO's Fee | Included in MGMT CO's Fee | Included in MGMT CO's Fee |
| On-Street Parking | Included in MGMT CO's Fee | Included in MGMT CO's Fee | Included in MGMT CO's Fee | Included in MGMT CO's Fee | Included in MGMT CO's Fee |
| Two (2) Ambassadors Overlapping Shifts Between 7AM to 6PM | MGMT CO's Employees Performed Enforcement | MGMT CO's Employees Performed Enforcement | MGMT CO's Employees Performed Enforcement | MGMT CO's Employees Performed Enforcement | MGMT CO's Employees Performed Enforcement |
| O'Neill-Tilley Lot | City's Dept. Public Works Performs Maintenance | City's Dept. Public Works Performs Maintenance | City's Dept. Public Works Performs Maintenance | City's Dept. Public Works Performs Maintenance | City's Dept. Public Works Performs Maintenance e |
| Green Harbor Lot | City's Dept. Public Works Performs Maintenance | City's Dept. Public Works Performs Maintenance | City's Dept. Public Works Performs Maintenance | City's Dept. Public Works Performs Maintenance | City's Dept. Public Works Performs Maintenance |
| Marina Lot | City's Dept. Public Works Performs Maintenance | City's Dept. Public Works Performs Maintenance | City's Dept. Public Works Performs Maintenance | City's Dept. Public Works Performs Maintenance | City's Dept. Public Works Performs Maintenance |
| Ft. Trumbull Lot | Outside Contractor Performs Maintenance | Outside Contractor Performs Maintenance | Outside Contractor Performs Maintenance | Outside Contractor Performs Maintenance | Outside Contractor Performs Maintenance |

B.3 PROPOSED MANAGEMENT FEE WORKSHEET

| LOCATION/OPERATION | JUL 2023 - JUN 2024 | JUL 2024 - JUN 2025 | JUL 2025 - JUN 2026 | JUL 2026 - JUN 2027 | JUL 2027 - JUN 2028 |
|--------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| On-Street Parking | | | | | |
| O'Neill-Tilley Lot | | | | | |
| - up to 50% utilization | | | | | |
| - up 100+% utilization | | | | | |
| Green Harbor Lot | | | | | |
| - up to 50% utilization | | | | | |
| - up 100+% utilization | | | | | |
| Pequot Avenue Lot | | | | | |
| - up to 50% utilization | | | | | |
| - up 100+% utilization | | | | | |
| Ft. Trumbull Surface Lot | | | | | |
| - up to 50% utilization | | | | | |
| - up 100+% utilization | | | | | |
| Water Street Garage | | | | | |
| - up to 50% utilization | | | | | |
| - up to 75% utilization | | | | | |
| - up 100+% utilization | | | | | |

In view of the wide variation in utilization of the garage, municipal lots and Ft. Trumbull, Respondents are asked to propose Management Fees for three different utilization scenarios for the Water Street Garage and two (2) scenarios for the municipal lots and Ft. Trumbull.

The scenarios for the Water Street Garage are:

- Up to fifty percent (50%) utilization
- Up to seventy-five percent (75%) utilization
- Up to one hundred percent (100%) or greater utilization

The scenarios for the Municipal Lots and Ft. Trumbull are:

- Up to fifty percent (50%) utilization
- Up to one hundred percent (100%) or greater utilization

The annual Management Fee will be paid to the contractor in twelve (12) monthly installments.

Utilization is determined on the last day of a calendar month.

Please be advised that the NLPA will not treat aggregate Responses as separate on and off street responses unless such responses specifically authorize the NLPA to do so.

SCHEDULE C

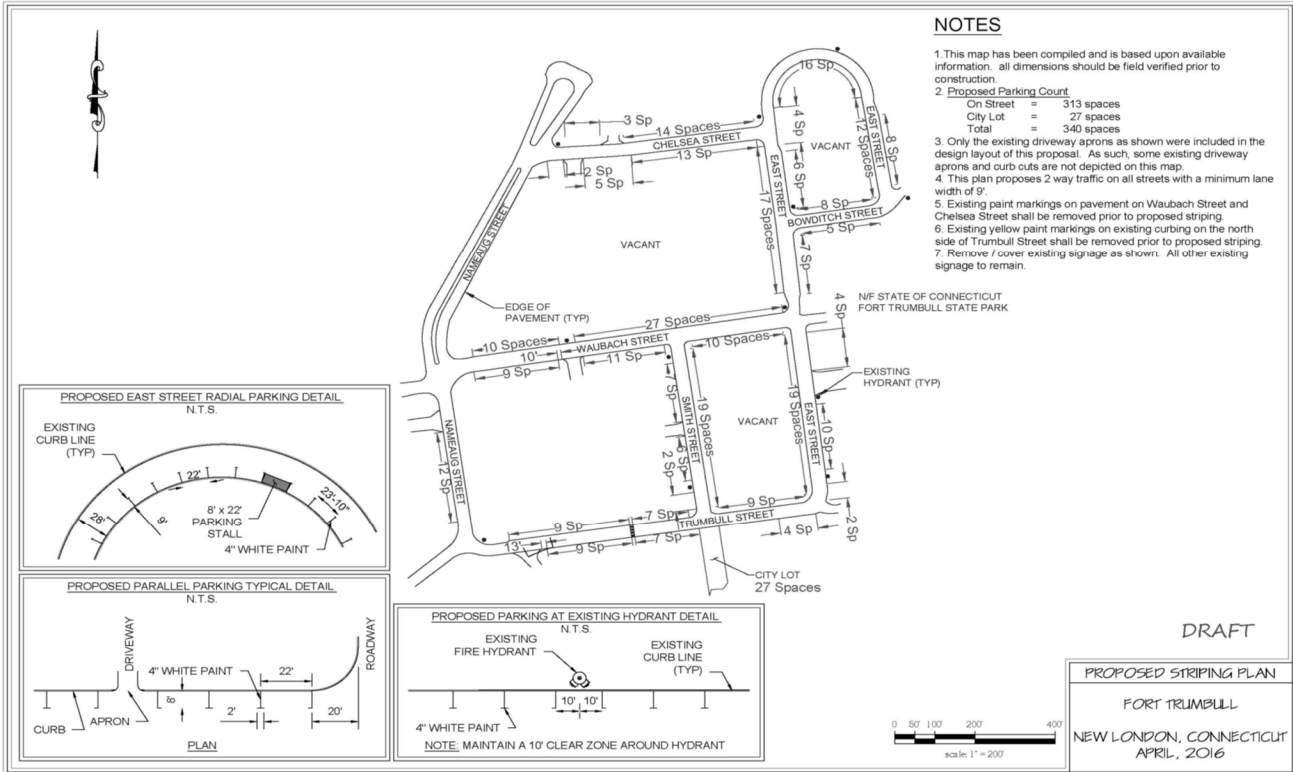
EXISTING METERED, ANTICIPATED NON-METERED AND PERMITTED SERVICE AREA

C.1 CENTRAL BUSINESS DISTRICT (P) O'NEIL-TILLEY LOT



TWO HUNDRED ONE (201) PARKING SPACES

C.2 FT. TRUMBULL PARKING ZONE



THREE HUNDRED FIFTY-FIVE (355) PARKING SPACES

C.3 FT. TRUMBULL LOT



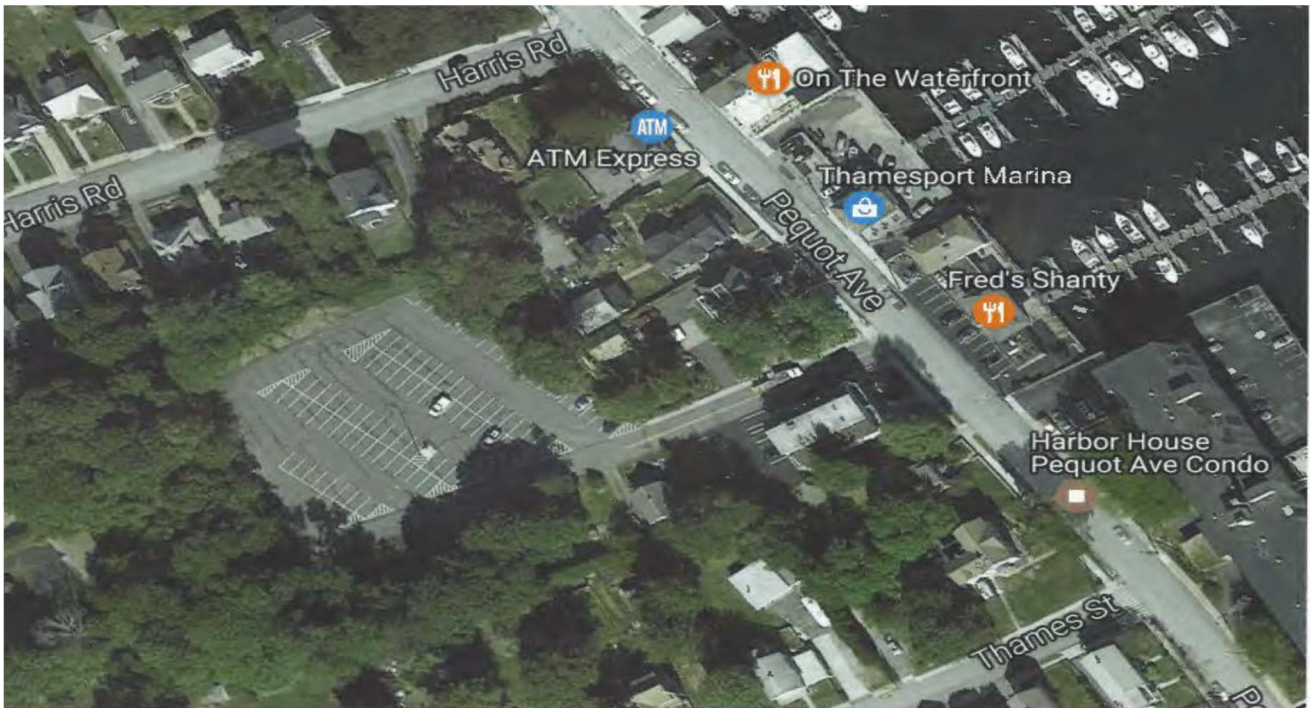
ONE HUNDRED (100) PARKING SPACES

C.4 GREEN HARBOR LOT



EIGHTEEN (18) PARKING SPACES

C.5 MARINA SURFACE LOT



ONE-HUNDRED FORTY-FIVE (145) PARKING SPACES

SCHEDULE D – REPORTS AND CERTIFICATIONS

D-1 CERTIFICATION FOR NON-SEGREGATED FACILITIES

Contractor certifies that it does not maintain or provide for its employees any segregated facility at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their service at any location, under its control, where segregated facilities are maintained. Contractor agrees that a breach of this Certification is violation of the Equal Opportunity Clause of this contract. As used in this Certification, the terms "segregated facilities" means any waiting rooms, work areas, restrooms, and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, age, national origin or physical or mental handicap, religion and sexual orientation because of habit, local custom otherwise. Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed Subcontractors prior to award of subcontracts, that it will retain such certifications in its files.

(Print Contractor or Sub-Contractor Name)

(Print Signature Name, if not Contractor or Sub-Contractor)

(Authorized Signature)

(Authorized Signature Title)

(Date)

(Sample Format)

D-2 EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

(Place on Company Letterhead)

Date: _____
(Print Date)

The employment policies and practices of the (insert company name) are to recruit and employ qualified job applicants without discrimination based on race, creed, color, age, sex, national origin, physical or mental handicap, religion, and sexual orientation and to treat all employees equally without discrimination because of race, creed, color, age, sex, national origin, physical or mental handicap, religion, and sexual orientation. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation, selection for training, including apprenticeship.

The (insert company name) emphasizes this policy to assure, compliance to the Civil Rights Act of 1964, as amended, Presidential Executive Orders Nos. 11246 and 11357, the Connecticut Fair Employment Practices Act, and City of New London Ordinances, Sections 2-263 and 2-26 "Chapter 2, Articles X" and all other laws which pertain to Equal Employment Opportunity.

The (insert company name) recognizes that the effective application of this policy requires that certain positive steps to be taken; and it will, therefore, undertake a program of affirmative action to make known its commitment in this regard.

The (insert company name) will additionally assert its leadership within the community to achieve full employment and effective utilization of the capabilities and productivity of all persons without regard for race, creed, color, age, sex, national origin or physical or mental handicap, religion, and sexual orientation.

(Print Contractor or Sub-Contractor Name)_____
(Print Signature Name, if not Contractor or Sub-Contractor)_____
(Authorized Signature)_____
(Authorized Signature Title)_____
(Date)

(Sample Format)

D-3.2 IF A CORPORATION:

Incorporated in what state? _____
(Print State Name)

President: _____
(Print Name)

Treasurer: _____
(Print Name)

Secretary: _____
(Print Name)

Address: _____
(Print Address)

City, State, and Zip Code: _____
(Print City, State & Zip Code)

D-3.3IF A PARTNERSHIP: (NAME ALL PARTNERS)

Name of Partner (1): _____
(Print Name)

Firm or Residence Address: _____
(Print Address)

City, State, and Zip Code: _____
(Print City, State & Zip Code)

Name of Partner (2): _____
(Print Name)

Firm or Residence Address: _____
(Print Address)

City, State, and Zip Code: _____
(Print City, State & Zip Code)

Name of Partner (3): _____
(Print Name)

Firm or Residence Address: _____
(Print Address)

City, State, and Zip Code: _____
(Print City, State & Zip Code)

D-3.4IF AN INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME:

Name of Firm: _____
(Print Firm Name)

Name of Individual: _____
(Print Principal Name)

Firm or Residence Address: _____
(Print Address)

Firm or Residence
City, State, and Zip Code: _____
(Print City, State & Zip Code)

D-3.5IF AN INDIVIDUAL:

Name of Individual: _____
(Print Name)

Office or Residence Address: _____
(Print Address)

Office or Residence
City, State and Zip Code _____
(Print City, State & Zip Code)

D 3.6 OTHER FORM OF BUSINESS AND OR ORGANIZATION

Name of Other Form of Business _____
(Print Name of Other Form of Business)

Name of Individual or Principal: _____
(Print Individual or Principal Name)

Address: _____
(Print Address)

City, State, and Zip Code: _____
(Print Name)

General Description of "Other Form of Business and or Organization" _____

SCHEDULE E

CITY OF NEW LONDON PARKING TICKET SYSTEM AGING OF UNPAID CITATIONS ACCOUNTS RECEIVABLE DATE 03/01/2023

| <u>AGE OF TICKETS</u> | <u># OF TICKETS</u> | <u>VALUE OF FINES</u> | <u>VALUE OF PENALTIES</u> | <u>PARTIAL PD/DISM</u> | <u>TOTAL VALUE</u> |
|-----------------------|---------------------|-----------------------|---------------------------|------------------------|---------------------|
| 0-30 DAYS | 167 | \$4,275.00 | \$3,650.00 | \$50.00 | \$7,875.00 |
| 31-60 DAYS | 82 | \$2,050.00 | \$1,875.00 | \$225.00 | \$3,700.00 |
| 61-90 DAYS | 48 | \$1,700.00 | \$1,275.00 | \$25.00 | \$2,950.00 |
| 91-180 DAYS | 158 | \$4,575.00 | \$4,275.00 | \$225.00 | \$8,625.00 |
| 181-365 DAYS | 234 | \$6,475.00 | \$6,275.00 | \$100.00 | \$12,650.00 |
| OVER 1 YEAR | 926 | \$26,700.00 | \$24,675.00 | \$475.00 | \$50,900.00 |
| OVER 2 YEARS | 1,119 | \$30,300.00 | \$29,695.00 | \$1,175.00 | \$58,820.00 |
| OVER 3 YEARS | 877 | \$23,850.00 | \$23,825.00 | \$1,150.00 | \$46,525.00 |
| OVER 4 YEARS | 797 | \$24,900.00 | \$24,920.00 | \$1,350.00 | \$48,470.00 |
| <u>OVER 5 YEARS</u> | <u>19,493</u> | <u>\$347,555.00</u> | <u>\$347,495.00</u> | <u>\$24,439.55</u> | <u>\$669,610.45</u> |
| TOTALS | 23,901 | \$472,380.00 | \$467,960.00 | \$30,214.55 | \$910, 125.45 |

TICKET ISSUANCE BETWEEN JULY 1, 2014, TO JUNE 30TH, 2015

TOTAL CITATIONS ISSUED: 5,195 – TOTAL FINES: \$122,650.00

SCHEDULE F

MINIMUM WAGE ORDINANCE NUMBER 03-03-14-4

ORDINANCE NUMBER 03-03-14-4

AN ORDINANCE OF THE CITY OF NEW LONDON, CONNECTICUT, PROVIDING FOR A MINIMUM WAGE FOR MUNICIPAL EMPLOYEES AND CONTRACTORS.

WHEREAS, the City of New London (hereinafter "City") employs a significant number of employees and contractors, both full and part time; and

WHEREAS, the current established State and Federal minimum wages are at amounts, in the City's opinion, that make it difficult for employees in this economy to live upon; and

WHEREAS, the City wishes to set a minimum wage for its employees and contractors more in line with a livable wage within the present economy; and

WHEREAS, General Statute §7-148(c)(5)(C) states, inter alia, that the City may prescribe the salaries and compensation of all employees of the municipality.

Now, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF NEW LONDON:

Section 1. That the Code of Ordinances of the City of New London be amended by adding a Section to read as follows:

- A. Definitions. For purposes of this ordinance "municipal employees and contractors" shall mean any person hired by the City of New London, on a full-time or part-time basis, to perform labor or services, including construction projects, to or on behalf of any City Department.
- B. The City of New London shall pay' municipal employees and contractors a wage of at least \$10.10 per hour.
- C. Any municipal contractor hired by the City shall certify in a notarized written statement, prior to signing or executing any contract with the City, that all employees of said municipal contractor who perform work related to the City's contract shall be paid at the minimum wage rate established by this ordinance.
- D. The Mayor, or his or her designee, and/or City Council, shall have the authority at any time to require any municipal contractor to produce evidence sufficient to demonstrate that they have complied with this ordinance.
- E. Any municipal contractor who fails to provide such evidence when requested, or who is found to be in violation of this ordinance, shall be prohibited from performing any further contractual work for the City.
- F. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

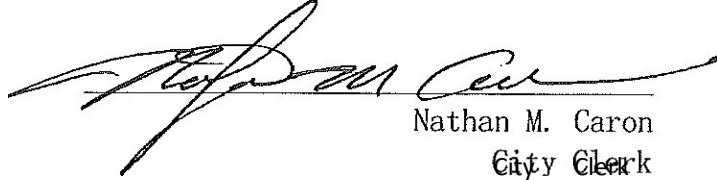
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- G. If any provision of this ordinance or the application thereof to any person or circumstances is held to be invalid, such invalidity shall not affect other provisions or applications of any other part of this ordinance that can be given effect without the invalid provisions or applications; and to this end, the provisions of this ordinance and the various applications thereof are declared to be severable.
- H. This ordinance shall become effective after its passage as set forth in Section 27 of the City of New London Charter.

Date Approved by Council: March 03, 2014
Effective date: April 02, 2014
Signed: City Council President: Wade A. Hyslop
Countersigned: City Clerk: Nathan M. Caron

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I certify that pursuant to Section 26 of the City Charter, the enrolled Ordinance 03-03-14-4 was passed by the City Council by a vote of 6 to 1 on Monday, March 03, 2014. I further certify that pursuant to Section 27 of the City Charter, the Ordinance was presented by me to the Mayor on Tuesday, March 04, 2014.



Nathan M. Caron
City Clerk

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SCHEDULE G

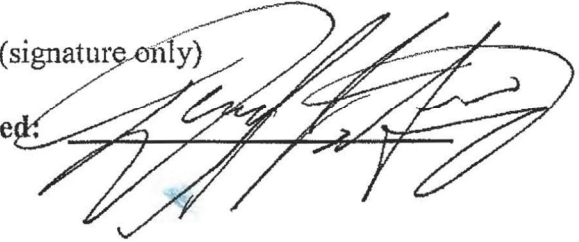
HARASSMENT AND DISCRIMINATION POLICY STATEMENT

HARASSMENT AND DISCRIMINATION POLICY

* Supersedes Sexual Harassment Policy of Nov, 2012 (signature only)

Effective Date: June, 2013

Authorized: _____



POLICY OVERVIEW:

The purpose of the Harassment and Discrimination Policy is to enhance employee safety and workplace well-being and to foster excellence by maintaining a professional, productive environment. All employees, appointees, and elected officials have a responsibility for maintaining high standards of honesty, integrity, impartiality and conduct to assure proper business performance and to maintain the public trust. Harassment and discrimination violates those standards.

The City will not tolerate verbal or physical conduct by any employee, appointee, or elected official:

- that discriminates against any co-workers, visitors, or others associated with the City, on the basis of any legally protected status,
- or that harasses, disrupts, or interferes with another's work performance,
- or which creates an intimidating, offensive or hostile working environment.

Discrimination or harassment can take many forms. It may be, but is not limited to: words, conduct, adverse job action, signs, jokes, pranks, intimidation, physical contact, or violence. While all forms of discrimination and harassment based on an individual's legally protected status are prohibited, including but not limited to any adverse job action or intimidation based on race, color, age, religion, gender, national origin, disability status, marital or civil union party status, veteran's status or sexual orientation, it is the City's policy to emphasize that sexual harassment is illegal and prohibited by both state and federal law.

As an additional protection to employees, the City maintains the same standard for visitors, vendors and outside agents who conduct business with City employees or who participate in activities run by City employees. Those individuals must conduct themselves appropriately as well; any actions of harassment or discrimination will not be tolerated.

PROVISIONS:

In order to maintain a work organization that is free from any form of sexual harassment, the City puts all employees, appointees, and elected officials on notice that sexual harassment is unacceptable conduct. Specifically, it is contrary to the City's policies for any employee, appointee or elected official to sexually harass another by:

- making sexual conduct a condition of an employee's continued employment; or

- using an employee's submission or rejection of such conduct as the basis for making employment decisions (e.g., promotions, raises); or
- creating a work environment in which conduct of a sexual nature substantially interferes with an individual's work performance or creates an atmosphere intimidating, hostile or offensive to employees.

Although not an inclusive list, the following are examples of the type of conduct prohibited by the policy against sexual harassment:

- Sexual advances, propositions, or flirtations;
- Attention of a sexual nature such as degrading comments, suggestive or lewd remarks, propositions, jokes, tricks, or noises;
- Hugs, touches, kisses;
- Requests for sexual favors;
- The threat or suggestion that continued employment, advancement, assignment, or earnings depend on whether or not the employee will submit to or tolerate harassment;
- Retaliation for complaining about sexual harassment.

All employees, appointees, and elected officials are further advised that sexually explicit or sexually offensive material has no place within the City's facilities. Such material may not be posted, displayed, or even possessed within the facility. Possession of such material, even if it is not posted or publicly displayed, unless specifically required by the employee's work assignment, will be considered a violation of City policy, and will subject the individual to disciplinary action.

Reporting of Harassment or Discrimination

Any employee, appointee, or elected official who believes that the actions or words of a supervisor, fellow employee, appointee, elected official or any outside party in the workplace constitute unwelcome harassment or unlawful discrimination has a responsibility to report such conduct or immediately complain to his or her immediate supervisor should his/her direct requests that the conduct cease be ignored. If an individual is uncomfortable raising his or her complaint with someone to whom s/he reports, or if the complaint involves someone in his or her direct line of command, then that employee should bring a complaint to the department head, the Chief Administrative Officer and/or the Mayor.

Confidentiality at the time of reporting the incident will be preserved to the maximum extent possible. However, all allegations of unlawful harassment and discrimination must be investigated promptly. In this regard, the reporting individual, the alleged harasser or discriminator and any other individuals aware of the incident are required to treat this information in a confidential manner.

The City will take prompt action upon the receipt of a complaint of unlawful harassment or discrimination. Such complaint will be investigated by the Chief Administrative Officer, the City Attorney's Office, or a professional designee. Any employee determined to have committed unlawful harassment or discrimination will be subject to appropriate disciplinary action, up to and including discharge.

Harassment & Discrimination, page 2

The City will not tolerate any retaliation against an employee who files a complaint of unlawful harassment or discrimination. However, if it is determined that any employee made false accusations of harassment or discrimination, then that employee will be subject to appropriate disciplinary action, up to and including discharge.

It is the intent of the City of New London to commit itself to the highest standards of professional behavior and courtesy in its workforce. The City expects of all employees, appointees, and elected officials to work together to foster an environment free from harassment and discrimination.

Harassment & Discrimination, page 3

SCHEDULE H

CHAPTER 13.1, ARTICLE II, FAIR HOUSING ORDINANCE

Chapter 13.1, Article II, Fair Housing

Sec. 13.1-26. - Same—Power and Duties.

The fair housing office, by and through the fair housing officer, shall have the following functions, powers, and duties:

- (1) To establish and maintain a principal office within the city as may be necessary.
- (2) Upon request, to obtain and utilize the services of all governmental departments and agencies.
- (3) To formulate policies to effectuate the purposes of this article and to make recommendations to agencies and officers of the city in aid of such policies and purposes.
- (4) To receive complaints alleging violations of this article and to assist complainants to file with the Connecticut Commission on Human Rights and Opportunities for purposes of investigation and remedy.
- (5) To develop human rights plans and policies for the city and to assist in their execution, to make investigations and studies appropriate to effectuate this article, to inform persons of the rights assured and remedies provided under this article, to provide good will, and to minimize or eliminate discrimination.
- (6) To render each year to the city manager and to the city council a written report of all of its activities and of its recommendations.
- (7) To furnish any person with such technical assistance that the office deems appropriate to further compliance with the purposes or provisions of this article.
- (8) Such other powers and duties described hereinafter and as may be designated by the city manager or otherwise authorized by the city council.

(Ord. of 9-2-80, § 7)

SCHEDULE I

AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

City of New London

Affirmative Action Plan

**Appendix A
[Tab 2]**

Affirmative Action/Equal Employment Opportunity Policy Statement

As City Manager of the City New London, I welcome the opportunity to affirm my personal commitment to the principals of Affirmative Action and Equal Opportunity in all areas of our government operations. The City prohibits discrimination and harassment based upon race, color, gender, age, national origin, disability status, and disabled veteran status.

Equal Employment Opportunity is employment of individuals without regard to race, color, religion, age, gender, sexual orientation, marital status, national origin, disabilities, past history of a mental disorder or retardation, disabled veteran except in the case of a bona fide occupational qualification which excludes a member of the above protected groups.

It is the policy of the City to utilize "Affirmative Action" as a tool to redress the effects of past discrimination and to ensure Equal Employment Opportunity. The commitment of Affirmative Action means that we exercise good faith efforts to provide hiring and promotional opportunities for member of underutilized target groups, including minorities, women, individuals with disability challenges and veterans. Further we will take additional steps to recruit, hire and promote these target groups.

The City has a written Affirmative Action Plan that outlines the policies, practices and procedures that are utilized in order to ensure that its policy of equal opportunity, nondiscrimination, and affirmative action in areas of employment and contracting are complied with. This plan is an integral part of our daily operations.

I expect the cooperation of every individual in this organization to continually work to achieve equal opportunity and bar discrimination and harassment by incorporating the policies and procedures of the Affirmative Action Plan, as I have.

I welcome the opportunity to discuss any concerns and assist you with the achievement of these objectives. You may also address concerns to the Affirmative Action Office, (860) 447-5295 or the Personnel Department, (860) 447-5235. Address 181 State Street, New London CT 06320.



Richard M. Brown, City Manager:

Date: 10/25/02

This policy supersedes all previous policy(s),

A list of applicable laws can be found in the Affirmative Action Plan Manual available in all departments of the City of New London.

SCHEDULE J

PROCUREMENT POLICIES

City of New London Procurement Policies

Chapter 2: Administration, Article V

Sec. 2-69. - Classification and value.

Purchases for the city fall into five (5) basic categories. They are: contract services, professional services, public works improvement construction projects, supplies and materials, and capital equipment. The requirements for purchasing in these areas varies with the amount of the purchase and can be divided into the following values: purchases less than three thousand dollars (\$3,000.00); purchases from three thousand dollars (\$3,000.00) to twenty thousand dollars (\$20,000.00); and purchases greater than twenty thousand dollars (\$20,000.00).

The following procedures are to be followed:

- (a) *Purchases less than \$3,000.00.* A purchase order must be prepared by the department and approved by the purchasing agent. Negotiation as to price is permitted by department heads.
- (b) *Purchases from \$3,000.00 to \$20,000.00.* Written specifications are required and prepared by the department. Three (3) written proposals must be received and approved by the department head. The department head prepares a purchase order and forwards same with the proposals to the purchasing agent for approval. Negotiated proposals are allowed in instances of contract and/or professional services. Three (3) proposals are not required for sole source suppliers or under emergency conditions. A quarterly report from the finance department to the council is required for all purchases.
- (c) *Purchases greater than \$20,000.00.* Written bids are required. Written specifications of the department are also required except in cases of professional services. The bid must be advertised and received by date certain. A purchase order prepared by the department and approved by the purchasing agent is necessary in all cases, A written contract is required for contract services, professional services, and public works construction. With prior approval of the city council, negotiated contracts are permitted for contract services, professional services, and capital equipment; however, all other requirements for specifications, advertisement, purchase orders and contract award remain.
- (d) *Public works improvement/construction projects.* Any public work or improvement may be executed either by contract or by direct labor as may be determined by the council. Before authorizing the direct execution of any work or improvement, detailed estimates thereof shall be submitted to the council by chief executive officer and there shall be separate accounting as to each work or improvement so executed. All contracts for more than twenty thousand dollars (\$20,000.00) shall be awarded to the lowest responsible bidder, after public advertisement and competition as may be prescribed, but the chief executive officer shall have power to reject all bids and re-advertise. All advertisements as to contracts shall contain a reservation of the foregoing right. Contracts for public work greater than twenty thousand dollars (\$20,000.00) shall be signed by the chief executive officer after approval thereof by the city council. When it becomes necessary in the opinion of the chief executive officer to make alterations or modifications in a contract for any public work or improvement such alterations or modifications shall be made only when authorized by the council upon the written recommendation of the chief executive officer. No such alteration shall be valid unless the price to be paid for the work or material, or both, under the altered or modified contract shall have been agreed upon in writing and signed by the contractor and the chief executive officer prior to such authorization by the council.

(Ord. of 7-2-90, § 5; Ord. No. 07-21-03-9, § 1)