

City of Coeur d'Alene Request for Proposal

Parking Garage Access & Management Equipment

Issue Date: Due Date: January 26, 2018 3:00 p.m. (Pacific Time), February 16, 2018

REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the City of Coeur d'Alene, Idaho, for:

Parking Garage Access & Management Equipment

File with project manager: Deputy City Administrator Sam Taylor, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814 as follows:

Proposals received later than 3:00 p.m., February 16, 2018 will not be considered.

A copy of this Request for Proposal (RFP) may be obtained from City's web <u>http://www.cdaid.org</u>. Locate by clicking on "Business" at the top of the webpage and then "City Bid Solicitations." Email <u>staylor@cdaid.org</u> if unable to access RFP documents online.

The City of Coeur d'Alene reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

A Service Provider response that indicates that any of the requested information in this RFP will only be provided if and when the Service Provider is selected as the apparently successful Service Provider is not acceptable, and, at the City's sole discretion, may disqualify the proposal from consideration.

The City of Coeur d'Alene assures that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity. The City of Coeur d'Alene further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

Dated this 26th day of January, 2018.

Sam Taylor Deputy City Administrator

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Chapter I: General RFP Information

OBJECTIVE OF THIS RFP

The purpose of this RFP is to solicit proposals to recommend and assist in proper construction, installation, and purchase of parking access and management equipment at the City of Coeur d'Alene's new – and first – public parking garage. We will consider proposals from single vendors or from multiple vendors working as a team. The ideal vendor(s) will have experience in implementing parking management system solutions in businesses and/or local government agencies of similar size to Coeur d'Alene, and in larger agencies.

BACKGROUND

THE CITY OF COEUR D'ALENE

The City of Coeur d'Alene is located approximately 30 minutes east of Spokane, Washington and about one hour west of the Idaho-Montana border in North Idaho. Coeur d'Alene is the largest city in the five northern counties, and the seventh largest in the State of Idaho. Our population is approximately 50,285.

COEUR D'ALENE'S CURRENT PARKING PROGRAM & SYSTEMS

The City of Coeur d'Alene generally manages its downtown and one residential neighborhood adjacent to downtown, the Fort Grounds Neighborhood, for its parking system, with most of the focus on its public parking facilities in the Downtown Core. The Downtown Core includes both free, time-limited on-street parking as well as long-term paid parking lots (the exception being McEuen Park's lot, which allows the first two hours free). Downtown Coeur d'Alene contains on-street parking and off-street parking lots managed by the City. Based on a 2016 parking study conducted by Rich & Associates, the City is in the process of constructing its first parking garage at its lot on Coeur d'Alene avenue between 3rd and 4th streets.

This project is in partnership with ignite CDA, the City's urban renewal agency, which is providing funding for, and managing the overall garage construction project. While the City's public parking lots utilize Luke II payment kiosks for management, the garage project will be a gated system. The project has two entrances, one on the west side of the facility to access a secured or "nested" parking level that does not have access to the main levels, and one on the north side (northeast corner of facility) that is the main (and only) entrance into all additional parking garage levels. The secured entrance is intended to have a more secured entry, with a roll gate or other system and RFID or AVI technology allowing secured permit pass holders entry. The general entrance will

have standard gates with a ticketing system as well as RFID or AVI technology to allow general monthly permit pass holders quicker entry.

The City will take ownership of, and manage, the garage upon project completion.

Parking enforcement is on a contractual basis with Diamond Parking Systems. Diamond has a local office consisting of a manager, one full-time on-street parking enforcement staff member and one to four additional employees depending on the time of the year that assist with enforcement throughout the public lots.

As noted above, the City utilizes Luke II payment kiosks in the existing public parking lots downtown, which tie in to Omnipark's Call to Park and enforcement systems.

REQUESTED SERVICES

We are looking for a firm or partnered set of firms to provide the City with equipment pricing and implementation services including:

- Review of existing architectural and other appropriate construction plans (electrical, etc.) and making recommendations related to appropriate infrastructure placement to support any technology solution. To review electrical plans and the full garage plant set, please see the City's website section for this RFP at <u>cdaid.org/bids</u>. This work would need to be done quickly as construction of the garage is underway, with foundations being poured sometime in March or April. This schedule could move more rapidly. For that reason, selected Proposer and City may work toward a phased agreement pursuant to City Procurement Policies that may allow initial review and/or design under a certain dollar threshold (\$20,000) prior to a larger contract related to installation and equipment purchase.
- Review of existing architectural and other appropriate construction plans, review of project intent with City parking manager (deputy city administrator) to make appropriate technology recommendations based on need.
- Assistance with installation of equipment as appropriate within construction timeline, including coordination with any construction project contractors as necessary.
- Training regarding equipment for City staff and enforcement contractors.

The successful candidate will provide pricing for any pre-installation plan review or design/build work, pricing for all equipment hardware and software with at least two years of service support, as well as assist with hardware and software installation, and knowledge transfer to City and contracted enforcement staff. Any new features will be priced separately.

DELIVERABLES

The following deliverables are to be provided by the Proposer. Additional deliverables may be identified during the initial meetings between the Proposer and the City.

- Project Management services and project plan
- Parking Garage Access & Management Equipment Proposal.
- Specifications for all hardware and software components. Licensing, warranty and support contracts for all hardware and software components.
- Professional services that include, but are not limited to pre-construction plan review or any design/build services, integration with any payment systems or other parking enforcement equipment as necessary, as well as, training and knowledge transfer for City and enforcement contractor staff on new processes, support and troubleshooting of system and equipment management.

RFP OFFICIAL CONTACT

Upon release of this RFP, all Proposer communications concerning the overall RFP should be directed to the RFP Coordinator listed below. Unauthorized contact regarding this RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Proposers should rely only on written statements issued by the RFP Coordinator.

Name:	RFP Coordinator
	Sam Taylor, Deputy City Administrator
Address:	City of Coeur d'Alene
	710 E. Mullan Avenue, Coeur d'Alene, ID 83814
E-mail:	staylor@cdaid.org

PROCUREMENT SCHEDULE

The procurement schedule for this project is as follows:

Note: The City reserves the right to adjust this schedule as necessary.

Milestone	Date		
Release RFP	January 26, 2018		
Proposer Questions (if any) Due	February 7, 2018		
Proposer Letter of Intent (if any) Due	February 7, 2018		
Answers to RFP Questions Released	February 9, 2018		
Proposal Responses Due at 3:00 pm PDT	February 16, 2018		
Finalists selected	February 21, 2018		
Proposer interviews (please reserve this	February 26, 2018		
date)			
Proposer Selection (Council Approval)	March 6, 2018		
Project Plan Review/Design Work	March 2018		
Technology Selection (Concurrent with	March 2018		
above review)			
Infrastructure installation assistance	March-April 2018		
Parking equipment installation	TBD		

LETTER OF INTENT

Proposers wishing to submit proposals are encouraged to provide a written letter of intent to propose by February 7, 2018. An email attachment sent to <u>ksetters@cdaid.org</u> is acceptable. The letter must identify the name, address, phone, and e-mail address of the person who will serve as the key contact for all correspondence regarding this RFP.

A letter of intent is required in order for the City to provide interested Proposers with a list of any questions received and the City's answers to those questions. Those providing a letter of intent will also be notified of any addenda that are issued. If a letter of intent is not submitted, it will be the Proposer's responsibility to monitor the website to get answers to any questions.

A list of all Proposers submitting a letter of intent will be available upon request.

QUESTIONS REGARDING THE RFP

Proposers who request a clarification of the RFP requirements must submit written questions to the RFP Coordinator by 3 p.m. (PDT) on February 7, 2018. Written copies of all questions and answers will be provided to all Proposers who have submitted letters of intent. An email attachment sent to <u>staylor@cdaid.org</u> is adequate. Responses to all questions submitted by this date, will be emailed to Proposers who submitted a letter of intent, by 3:00 p.m. on February 9, 2018 along with being posted to the City website.

PROPOSAL PREPARATION

General Information

It is important that all bidders read this section carefully. <u>Failure to comply</u> with these instructions may result in your proposal being removed from consideration by the City.

Proposers must prepare proposals using a word processor and electronic versions of the forms provided in Chapter II of this RFP. The City of Coeur d'Alene is using a "forms-based" approach to this procurement. This will allow all the bids received to be compared in a meaningful (i.e., "apples-to-apples") way. The RFP contains, in addition to the General RFP Information, a series of Response Forms.

PROPOSAL SUBMISSION

The following provides specific instructions for submitting your sealed proposal.

Due Date:	Sealed Proposals must be received by the City no later than February 16, 2018, at 3 p.m. (Pacific Time). Late proposals will not be accepted nor will additional time be granted to any Proposer unless it is also granted to all Proposers. Proposals sent by email must be time stamped as received by Coeur d'Alene's system by 3:00 p.m. We prefer that proposals be submitted by email. Emailed proposals should include "Parking Garage Equipment RFP" in the subject line and be addressed to: ksetters@cdaid.org (Emailed proposals must be in MS Word or PDF format and cannot exceed 20MB). All proposals and accompanying documentation will become the property of the City and will not be returned.							
Number of Copies:	If submitting a paper proposal, the original plus four (4) copies of all proposals in printed form, plus a digital copy of all proposal information, must be submitted in a sealed envelope or box with the following words clearly marked on the outside of the envelope, "Parking Garage Access & Management Equipment RFP." The vendor's name and address must be clearly indicated on the envelope.							
	The City will not accept facsimile.							
Address for Submission:	City of Coeur d'Alene Attn: Deputy City Clerk Kelly Setters Parking Garage Equipment RFP 710 E. Mullan Ave. Coeur d'Alene, ID 83814							

EVALUATION PROCEDURES

The RFP coordinator and other staff will evaluate the submitted proposals.

The evaluators will consider how well the proposed solution meets the needs of the City as described in the Proposer's response to each requirement and form. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The evaluation process is not designed to simply award the contract to the lowest cost Proposer. Rather, it is intended to help the City select the Proposer(s) with the best combination of attributes, including price, based on the evaluation factors. The City reserves the right to require that a subset of finalist Proposers make a presentation to a selection team.

Proposal Selection Criteria

Proposals will be evaluated on the following items:

ITEM 1. Qualifications and expertise of key personnel.	Points 0-10
 Specialized experience and technical competence of the firm and key personnel (including a joint venture, associate or professional subcontract) or the ability to work with other system vendors to integrate with. 	0-10
3. Experience: with and/or knowledge of similar projects. Ability to accomplish the work required including, where appropriate, demonstrated capability to explore and develop innovative or advanced techniques and design.	0-10
4. Capacity to perform the work and fully integrate all the elements into a seamless system (including any specialized services) with a reasonable total cost of ownership, within the time limitations, considering the firm's current and planned workload.	0-30
5. Past record of performance on contracts with Coeur d'Alene, other government agencies or public bodies, and with private industry, including such factors as control of costs, quality of work, ability to adhere to schedules, cooperation, responsiveness, and other management and attitudinal considerations.	0-10
6. Ability to meet product specifications and service specifications, including consideration of future product maintenance or service requirements, product warranties, and product quality.	0-20
7. Innovative solution offered that may have unique product features that can be integrated seamlessly with other City parking infrastructure, payment systems, etc.	0-10

The proposal must provide a summary of the firm's qualifications to perform the duties outlined in the requested services section. This chapter contains forms Proposers must complete to submit their proposals. Proposers must complete all the forms in this chapter as well as other requests for information contained herein. The following forms are included:

- 1) Cover Letter
- 2) Proposal Summary
- 3) Handheld Requirements
- 4) Acceptance of Terms and Conditions
- 5) General Vendor Information
- 6) Project Staff List
- 7) Key Project Staff Background Information
- 8) Customer Reference
- 9) Project Schedule and Workplan

PROPOSAL PREPARATION INSTRUCTIONS

To prepare your proposal, follow these instructions:

- 1. Open the electronic version of the forms of this RFP in your word processing application (Microsoft Word 2007 or later is highly recommended).
- 2. Using your word processing application's copy and paste commands, copy sections and forms as necessary and paste them into a new file. Save the new file.
- 3. Complete all of the forms in your word processing and spreadsheet applications. Also, please create a table of contents with page numbers. Delete instructions (i.e., materials contained in brackets) from each form.
- 4. When your proposal is finished, refer to the proposal submission instructions in this document.

FORM 1: COVER LETTER

[Use this space to compose a cover letter for your proposal. All proposals must include a cover letter signed by a duly constituted official legally authorized to bind the applicant to both its proposal and cost schedule. NOTE: The cover letter is not intended to be a summary of the proposal itself; this is accomplished in Form 2.

The cover letter must contain the following statements and information:

- "Proposal may be released in total as public information in accordance with the requirements of the laws covering same." (Any proprietary information must be clearly marked.)
- "Proposal and cost schedule shall be valid and binding for ONE HUNDRED EIGHTY (180) days following proposal due date and will become part of the contract that is negotiated with the City."
- 3. Company name, address, and telephone number of the firm submitting the proposal.
- 4. Name, title, address, e-mail address, and telephone number of the person or persons to contact who are authorized to represent the firm and to whom correspondence should be directed.
- 5. Proposals must state the proposer's federal and state taxpayer identification numbers.
- 6. Please complete and attach the following documents from the Attachments section of this RFP:
 - Non-Collusion Certificate
 - Non-Disclosure Agreement

[TEXT WITHIN THE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

FORM 2: PROPOSAL SUMMARY

[Use this form to summarize your proposal and your firm's qualifications. Additionally, you may use this form at your discretion to articulate why your firm is pursuing this work and how it is uniquely qualified to perform it.

Your proposal summary is not to exceed two pages.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED AND REPLACED BY YOUR PROPOSAL SUMMARY.]

[Use this space as needed for page 2 of your proposal summary.]

FORM 3: EQUIPMENT/SOFTWARE REQUIREMENTS

[Using the form provided as Form 3, complete the Requirements document following the instructions provided on the form. Each item should have a ranking and a specific qualitative comment about how the software supports the requirement. Vendors should not modify the document format, font or layout in their response.

This section includes the Requirements to be evaluated in this RFP. This document will become Form **3** of your RFP response. Use the electronic format provided with this RFP package. This is not a comprehensive list of all of the City's requirements, but includes the key requirements that will be used to evaluate the RFPs and will be included as part of the signed contracts. Each item has been provided a ranking of R, I, N or E. A ranking of "R" indicates a feature is preferably Required, "I" indicates the feature is Important to the final decision, a ranking of "N" indicates the feature would be Nice to Have in a solution, and a ranking of "E" represents areas to Explore in the overall solution. Software applications that are missing a significant number of required features and technology preferences may be eliminated from consideration.

Vendors must provide a rating for every item for Core Modules. If the requirement does not pertain to the proposal being submitted, enter "N/A". In addition, each line item should include a brief explanation of how the required item is supported. Do not modify the format, font, numbering, etc. of this section. If a submitted RFP includes blank responses the document may be considered in violation and rejected. Vendors are encouraged to respond by either providing a response to requirements based on Vendor-offered solutions, or by identifying third party partnership solutions.

These are additional instructions included in the form for vendor response and vendor rating system:

1) Vendor Response

For each numbered line item requirement, the vendor must indicate Y, 3P, C, F, or N with an "X" in the Vendor Response column, according to the following legend:

Υ	Fully supported by the current release of the software.							
3P	Supported with third party software (i.e. software not directly owned or							
	controlled by the vendor submitting the proposal).							
С	Customization is required to meet the requirement (e.g. changes to the							
	underlying code must be made; a new table must be created; etc.) This causes							
	additional upgrade work in order to implement new versions or upgrades.							
F	Future functionality: Supported in the next release of the software.							
Ν	Not supported.							

2) If the vendor responds with 3P, C, or F, the vendor <u>must</u> provide additional information in the comments column:

- For "3P", the vendor must explain what third party software application or service is required, any integration requirements, and the vendor's relationship with this third party.
- For "**C**", the vendor must explain the nature and amount of customization required, and experience with the same or similar modifications.
- For "F", the vendor must explain the functionality in the new release, the expected general availability release timing and provide surety that the functionality will be included.
- 3) The vendor must also identify which module(s) the required functionality is part of in the final column (as applicable).

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED AND REPLACED BY YOUR PROPOSAL SUMMARY.]

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The information must be completed and submitted in the format provided.

		Key Functional Criteria R = Required I = Important N = Nice to Have	V	endo	r Re	espo	nse	Comments *if vendor responds with 3P, C, or F, additional information must be provided as noted on Instructions page.	Applicable Module(s)
			Y	3P	С	F	Ν		
		Summary of Infrastructure Requirements							
	R	Must include information about potential changes to existing construction plans related to conduit locations for various hardware connections.							
		Summary of Hardware Requirements (Nested Lowest Level – Secured Parking Area Entrance/Exit)							
1	R	Must be an "All in One Package" With the following items:							
2	R	 * Security gate/Roll gate for secured-area parking permit holders. 							
3	R	* RFID or AVI technology for automatic opening.							
4	R	*Backup mechanism to open gate in case of technology failure.							
		Summary of Hardware Requirements (Main Garage Entrance/Exit)							
5	R	Must be an "All in One Package" With the following items:							
6	R	 * Standard garage parking gate with arms for exit and entry. 							
7	R	* RFID or AVI technology for automatic							

		Key Functional Criteria R = Required I = Important N = Nice to Have		endo	r R	espo	onse	Comments *if vendor responds with 3P, C, or F, additional information must be provided as noted on	Applicable Module(s)
		E = Explore	Y	3P	C	F	N	Instructions page.	
		opening for permit holders.							·
8	R	*Backup mechanism to open gate in case of technology failure.							
		Summary of Hardware Requirements (Pay Stations)							
	R	Pay stations at both southwest and northeast pedestrian access points. Recommend how many at each access point.							
	R	Indicate wifi or wired data capabilities to complete transactions.							
	R	Indicate ticket payment/validation paper and/or ink needs refill to staff remotely.							
	I	List all pertinent features related to enhanced customer service and efficiency to pay for garage use and validation of their gate ticket.							
		Hardware Requirements							
5	R	Gates & Pay Stations must be rugged and able to withstand damage.							
6	R	Waterproof and moisture proof							
7	1	Well Lit for night and bright sun vision							
8	E	48-hour Hour Replacement Timeframe (see additional Support requirements)							
		Technical Requirements:							
9	R	Describe database requirements:							

		Key Functional Criteria R = Required I = Important	V	endo	r Re	espo	nse	Comments *if vendor responds with 3P, C, or F, additional information must be provided as noted on	Applicable Module(s)
		N = Nice to Have E = Explore	Y	3P	С	F	N	Instructions page.	
10	R	Database Diagrams and Data Dictionary							
11	R	Server or Cloud Architecture requirements:							
12	R	Diagram of server(s) for typical implementation							
13	R	Languages, structures or frameworks used e.g. .NET architecture, SQL, etc.							
14	R	Clients							
15	R	Admin clients							
16	I	Supports Microsoft Active Directory. Single sign-on integration with Active Directory.							
		Hardware Specifications							
17	I	Email distribution of reports from within the system.							
18	R	Remote access. Briefly describe your: - Remote access capabilities - Supported technologies - Portal and portal plans							
19	R	Briefly describe your support of mobile technologies (VPN, synchronization), and various handheld devices (e.g. PDAs, iPad, etc.).							
20	Ι	.NET architecture. Briefly describe if you are fully .NET or only in certain modules. If not .NET what programming functionality is used (e.g. Java)?							

		Key Functional Criteria R = Required I = Important		endo	r Re	espo	nse	Comments *if vendor responds with 3P, C, or F, additional information must be provided as noted on	Applicable Module(s)
		N = Nice to Have E = Explore	Y	3P	С	F	N	Instructions page.	
	R	Training							
21	R	Ability to provide in-person training on all modules selected.							
22	R	Ability to provide in-person system administration training.							
	R	Interfaces / Integration							
23	I	Experience integrating with external applications such as (see below)							
24	I	Describe how you would integrate with our current systems:							
25	I	Call to Park (Omnipark)							
26	Ι	Do you have a client portal, or the ability and experience to integrate with one?							
	R	Customer Service Requests & Support							
27	I	Provide a web-based portal for City employees (internal customers) to create and submit requests for service.							
49	R	Describe your customer support matrix							
50	R	Respond to and describe the following:							
51	R	 System Administration: performance monitoring, tuning, loading of patches and version releases. 							
52	R	b. Disaster Planning and Recovery.	E						

			Key Functional Criteria R = Required I = Important N = Nice to Have	V	endo	r R	esp	on	se	Comments *if vendor responds with 3P, C, or F, additional information must be provided as noted on Instructions page.	Applicable Module(s)
			E = Explore	Y	3P	C	;	F	Ν	instructions page.	
53	R	c.	User Groups, Conferences, Community Forums, Knowledge Base, etc.								
54	R	d.	End User Support: number of staff offering user support, hours of service, average and guaranteed response time, ticketing system used, escalation process, user forums, etc.								
55	R	e.	Software Upgrades: timing, support provided, documentation.								
56	R	f.	Documentation: description and examples of user, administrator, technical system references and help materials, (procedures, definitions, configuration, ERD, API's, etc.)								

FORM 4: ACCEPTANCE OF TERMS AND CONDITIONS

[Use this form to indicate exceptions that your firm takes to any terms and conditions listed in this RFP, including the Appendices and Attachments. Proposals which take exception to the specifications, terms, or conditions of this RFP or offer substitutions shall explicitly state the exception(s), reasons(s) therefore, and language substitute(s) (if any) in this section of the proposal response. Failure to take exception(s) shall mean that the proposer accepts the conditions, terms, and specifications of the RFP.

If your firm takes no exception to the specifications, terms, and conditions of this RFP, please indicate so.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED AND REPLACED BY YOUR RESPONSE.]

It is the intent of the City to contract with a private Vendor. All Vendor representations, whether verbal, graphical or written, will be relied on by the City in the evaluation of the responses to this Request for Proposal. This reliance on the Supplier's represented expertise is to be considered as incorporated into any, and all, formal Agreements between the parties.

PRINT THE WORDS "NO EXCEPTIONS" HERE IF THERE ARE NO EXCEPTIONS TAKEN TO ANY OF THE TERMS, CONDITIONS, OR SPECIFICATIONS OF THESE REQUEST FOR PROPOSAL DOCUMENTS.

IF THERE ARE EXCEPTIONS TAKEN TO ANY OF THESE TERMS, CONDITIONS, OR SPECIFICATIONS OF THESE REQUEST FOR PROPOSAL DOCUMENTS, THEY MUST BE CLEARLY STATED IN THE TABLE BELOW ("RFP EXCEPTIONS") AND RETURNED WITH YOUR PROPOSAL IN THE APPROPRIATE SECTION.

IF YOU PROVIDED A SAMPLE COPY OF YOUR CONTRACT(S) YOU STILL NEED TO IDENTIFY IN THIS DOCUMENT ("RFP EXCEPTIONS") ANY AND ALL EXCEPTIONS YOU HAVE TO THE CITY'S TERMS AND CONDITIONS.

Company	
Authorized Individual Name and Title	
Telephone	
Email	

L

Address	
AUTHORIZED SIGNATURE	
DATE	
OTHER NOTES:	
Signed,	
Ву:	
Title Date	
For:	

FORM 5: GENERAL PROPOSER INFORMATION

[Use this form to provide information about your firm.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

1. Please complete the following table:

Name of parent company	
Length of time in business	
Length of time in business of providing proposed services	
Gross revenue for the prior fiscal year (in US dollars)	
Percentage of gross revenue generated by proposed	
services	
Total number of clients	
Total number of clients in the proposed service area	
Number of public sector clients	
Number of full-time personnel in:	
◆ Consulting	
Telecommunications	
 Sales, marketing, and administrative support 	
Other (please note relevant staff)	

- 2. Where is your headquarters located? Field offices?
- 3. Which office would service this account?

[form 5 continued...]

4. In the following table, please list credit references that can verify the financial standing of your company. Additionally, attach the most recent audited financial statement or annual report for your company.

Institution	Address	Phone Number

5. If the Proposer has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the Proposer's nonperformance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the Proposer to be in default.

In the space provided, submit full details of all terminations for default experienced by the Proposer during the past five years, including the other party's name, address, and telephone number. Present the Proposer's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the Proposer.

If no such terminations for default have been experienced by the Proposer in the past five years, declare so in the space provided.

If the Proposer has had a contract terminated for convenience, nonperformance, non-allocation of funds, or any other reason which termination occurred before completion of the contract during the past five years, describe fully all such terminations, including the name, address, and telephone number of the other contracting party.

A Proposer response that indicates that the requested information will only be provided if and when the Proposer is selected as the apparently successful Proposer is not acceptable. Restricting the Proposer response to include only legal action resulting from terminations for default is not acceptable. [Please use this space to respond to Question 5 of Form 5. Your response may take as many pages as needed to fully answer the question. TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

FORM 6: PROJECT STAFF LIST

[Please complete the following table to identify the proposed project staff (including subcontractors) who will assist the City with this project. Indicate the percent of time each staff member will be dedicated to the project and each member's years of experience in telecommunications. Add additional lines as necessary for each instance of the list. Use your word processing application's copy and paste functions to create additional copies of this table as necessary. TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE]

Staff member name	Title	Percent of staff member's time dedicated to project	Number of years in IT

FORM 7: KEY PROJECT STAFF BACKGROUND INFORMATION

[Complete the following table for each of the key project staff members. Use your word processor's copy and paste commands to create additional copies of this table as necessary. Please allow one page for each table. At a minimum, key staff must include your proposed project manager and key contributors to this project. TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Vendor Name	
Staff member name	
Position in the company	
Length of time in position	
Length of time at company	
Project position and responsibilities	
Education	
Previous work experience	
Technical skills and qualifications for	
the project position. Include skills	
and experience with network	
management and automation, plus	
any other skills that might be	
considered relevant.	

FORM 8: CUSTOMER REFERENCE FORM

[Using the tables below, please list five private sector clients and all public sector clients for whom you have provided parking garage equipment services or other services relevant to this RFP over the past two years. Use your word processor's copy and paste functions to create additional tables as needed.]

Customer/client nar	me				
Reference name					
Title					
Phone number					
Mailing address					
Fax number					
Url where plan cop available for view applicable)					
Customer Size	Ser	vice Description	Start Date	End Date	Contract amount

FORM 9: PROJECT SCHEDULE AND WORKPLAN

[Provide a detailed project implementation plan that includes:

- A Gantt chart showing beginning and end dates of all tasks (the actual project start date will be determined during contract negotiations)
- A table listing vendor staff assignments and proposed labor hours for all tasks
- A brief description of each task and its work products
- A description of each proposed deliverable

Insert pages as needed to allow space for your Gantt chart and workplan. TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Gantt Chart

[Use this section to include your Gantt chart showing beginning and end dates of all tasks.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Vendor Staff Assignments/Hours

[Use this section to include a table of vendor staff assignments and proposed labor hours for all tasks. Signify if staff assigned is a designated individual or FTE equivalent.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Task Descriptions

[Use this section to include brief descriptions of all tasks, milestones and associated work products.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Deliverables

[Use this section to include brief descriptions of all project deliverables.

THE TEXT WITHIN THESE BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

FEE SCHEDULE

The Proposal must contain a fee schedule that includes estimated hours, rates, and overall price.

Appendices

PROPERTY OF THE CITY OF COEUR D'ALENE

All materials (including, for example, proposals) submitted in response to this RFP shall become the property of the City of Coeur d'Alene. Selection or rejection of a proposal does not affect this.

RFP AMENDMENTS

The City reserves the right to change the schedule or issue amendments to the RFP at any time. The City also reserves the right to cancel or reissue the RFP.

PROPOSER'S COST TO DEVELOP PROPOSAL

Costs for developing proposals in response to the RFP are entirely the obligation of the proposer and shall not be chargeable in any manner to the City.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES

The City reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the City.

PROPOSAL VAILIDITY PERIOD

Submission of the proposal will signify the Proposer's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful Proposer.

PUBLIC RECORDS

Pursuant to Idaho Statute Title 74, Chapter 1, the Public Records Act, and other statutes regarding public agencies, all materials (including, for example, proposals) submitted under this RFP shall be considered public records and with limited exceptions will be available for inspection and copying by the public. Except to the extent protected by state and or federal laws, proposals shall be considered public documents and available for review and copying by the public.

If the City receives a request for inspection or copying of any documents provided by a Proposer in response to this RFP, those records will be disclosed unless the City believes there may be an applicable exemption. If the City believes there may be an applicable exemption, it will promptly notify the Proposer at the address given in response to this RFP that it has received such a request. Such notice will inform the Proposer of the date the City intends to disclose the documents requested and affording the Proposer a reasonable opportunity to obtain a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.

PUBLIC RECORDS EXEMPTION

Trade secrets (as defined in IC 74-107) or other confidential proprietary information submitted by a Proposer in connection with this RFP might not be subject to public disclosure under IC Title 74. If the Proposer believes the records submitted are exempt from disclosure he or she must specifically state in writing the reasons why protection from disclosure is appropriate and identify the data or materials to be protected. Proposers shall specifically designate and clearly label as "CONFIDENTIAL" any and all such materials or portions thereof that they deem to contain trade secrets or other confidential proprietary information. Proposers should carefully consider what is truly confidential and should not mark an entire proposal as confidential. If the City receives a request for inspection or copying of any such documents provided by a Proposer in response to this RFP, it will promptly notify the Proposer at the address given in response to this RFP that it has received such a request. Such notice will inform the Proposer of the date the City intends to disclose the documents requested and affording the Proposer a reasonable opportunity to obtain a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.

INDEMNIFICATION BY PROPOSER

To the extent the City withholds from disclosure all or any portion of a Proposer's material marked "CONFIDENTIAL", the proposer, by submitting a proposal in response to this RFP, agrees to indemnify, defend and hold harmless the City of Coeur d'Alene from all lawsuits, liabilities, losses, damages, penalties, attorney's fees and costs the City incurs arising from or relating to such withholding from disclosure.

CONSENT TO PROCEDURE

Proposers, by submission of materials marked "CONFIDENTIAL," acknowledge and agree that the City will have no obligation to advocate for nondisclosure in any forum and has no liability whatsoever to any Proposer for the disclosure of any material or record of any kind when that disclosure is in accordance with applicable law or in accordance with an order of a court of competent jurisdiction applying applicable law. By submitting a proposal, the proposer consents to the procedure outlined in this RFP and waives and releases all claims against the City arising from City's actions taken in accordance with this procedure.

RESPONSE PROPERTY OF THE CITY OF COEUR D'ALENE

The materials submitted in response to this RFP become the property of the City. Selection or rejection of a proposal does not affect this right.

ACQUISITION AUTHORITY

This RFP and acquisition are authorized pursuant to IC 67-2806.

CONTRACT AWARD AND EXECUTION

- The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the Proposer can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the City.
- The general conditions and specifications of the RFP and as proposed by the City and the successful Proposer's response, as amended by agreements between the City and the Proposer, will become part of the Professional Services Agreement, Attachment B, which the Proposer will be required to sign. Additionally, the City will verify Proposer representations that appear in the proposal. Failure of the Proposer's products to meet the mandatory specifications may result in elimination of the Proposer from competition or in contract cancellation or termination.
- The Proposer selected as the apparently successful Proposer will be expected to enter into a contract with the City.
- If the selected Proposer fails to sign the contract within five (5) business days of delivery of the final contract, the City may elect to cancel the award and award the contract to the next-highest-ranked Proposer.
- No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

EQUAL OPPORTUNITY COMPLIANCE

The City is an equal opportunity employer and requires all Proposers to comply with policies and regulations concerning equal opportunity.

OTHER COMPLIANCE REQUIREMENTS

In addition to nondiscrimination and equal opportunity compliance requirements previously listed, the Proposer awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work.

ATTACHMENTS

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Attachment A: Non-Collusion Certificate

NON-COLLUSION CERTIFICATE

 STATE OF
 ______)

 SS.
 ______)

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City of Coeur d'Alene for consideration in the award of a contract on the improvement described as follows:

Parking Garage Access & Management Equipment Project

(Name of Firm)

Ву: _____

(Authorized Signature)

Title_____

Sworn to before me this ______day of ______, ____.

Notary Public

CORPORATE SEAL:

Attachment B: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

(Sample) CDA Parking Garage Access & Management Equipment Project

I. SERVICES BY CONSULTANT

A. The Consultant agrees to perform the services described in Attachment _____ to this Agreement, which attachment is incorporated herein by reference.

B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

A. The total compensation to be paid to Consultant for these services shall not exceed
 \$______, as detailed in Attachment _____.

B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.

C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.

D. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as Consultant modifies such work to the satisfaction of the City.

E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.

B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.

C. Methodology, materials, software, logic, and systems developed under this contract are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The ______ for the City of Coeur d'Alene shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

The estimated completion date for the Consultant's performance of the services specified in Section I is _____.

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. <u>Automobile Liability</u> insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. <u>Commercial General Liability</u> insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. <u>Workers' Compensation</u> coverage as required by the Industrial Insurance laws of the State of Washington.

4. <u>Professional Liability</u> insurance appropriate to the Consultant's profession.

B. <u>Minimum Amounts of Insurance</u>

Consultant shall maintain the following insurance limits:

1. <u>Automobile Liability</u> insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. <u>Commercial General Liability</u> insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. <u>Professional Liability</u> insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. <u>Other Insurance Provisions</u>

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it. 2. The Consultant shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. Occurrence Basis

Any policy of required insurance shall be written on an occurrence basis.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Coeur d'Alene business license or otherwise comply with Coeur d'Alene Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to, ______. Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF COEUR D'ALENE:

By:		

Steve Widmyer, Mayor

Date:

By: