



REQUEST FOR PROPOSALS

FOR

**Parking Meters**

PROPOSAL NUMBER:	9463
PROPOSAL SUBMISSION DEADLINE:	March 19, 2019 at 3:00 p.m.
PROPOSAL CONTACT:	Michael Brown Purchasing Unit
<b>Phone:</b>	<b>(559) 621-1165 OR 621-1332</b>

CITY OF FRESNO  
PROPOSAL SPECIFICATIONS  
REQUEST FOR PROPOSALS

**Parking Meters**

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**NOTICE INVITING PROPOSALS**  
**Parking Meters**  
REQUEST FOR PROPOSALS NO. 9463

The City of Fresno is soliciting proposals to evaluate the possibility to contract with a vendor for the purchase, installation and continued support of Parking Meters.

The City may award multiple contracts from this solicitation.

This request is for a three (3) year requirements contract, with the possibility of four (4) two-year extensions.

The Request for Proposal (RFP) forms and specifications may be obtained from the Office of the Purchasing Manager (phone 559 621-1332) or via the City's web site at [www.fresno.gov](http://www.fresno.gov), *For Business* (to the right of the screen), *Bid Opportunities*.

**Bids may be submitted electronically via Planet Bids or by paper only**

Bid Proposal forms, Instructions to Bidders and copies of the plans and/or specifications can also be obtained at the Office of the Purchasing Manager.

**Proposals are to be submitted at the Office of the Purchasing Manager of the City of Fresno, 2600 Fresno Street, Room 2156, Fresno, CA 93721 prior to the opening at 3 p.m. on March 19, 2019, at which time they will be publicly opened and recorded.**

**All proposals must be made on the proposal forms provided by the** Purchasing Manager and must be accompanied by a deposit in the amount of **Five Hundred Dollars (\$500)** in the form of a Cashier's or Certified Check, an irrevocable letter of credit, or a certificate of deposit, or a bidder's bond of a corporate surety, authorized by the California Insurance Commissioner to do business in the State of California, payable and acceptable to the City of Fresno. All deposits will be held until a Contract has been executed with the successful Proposer or all proposals have been rejected. The City of Fresno reserves the right to reject any and all proposals.

The City of Fresno hereby notifies all Proposers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or on any other basis prohibited by law.

A proposal conference will be held at **To Be Determined**, via teleconference. The date, time, and teleconference number will be released via addendum at a later date.

The meeting room is physically accessible. Services of an interpreter and additional accommodations such as assistive listening devices can be made available. Requests for accommodations should be made at least five working days but no later than 48 hours prior to the scheduled meeting/event. Please contact the Buyer listed on the cover at 559-621-1332 or [mike.brown@fresno.gov](mailto:mike.brown@fresno.gov)

# INSTRUCTIONS TO PROPOSERS

## PART I. GENERAL

1. No proposal will be considered for award unless it is submitted on the proposal forms furnished by the Purchasing Manager, completely filled out, properly signed by the Proposer and delivered, under sealed cover plainly marked **RFP No. 9463 for Parking Meters** or filed electronically via Planet Bids at the Office of the Purchasing Manager, 2600 Fresno Street, Room 2156, Fresno, California, 93721, prior to the date and time specified in the Notice Inviting Proposals. The time clock in the Purchasing Unit will be the official clock for documenting the time of filing. Electronically filed is defined as submitted via Planet Bids.

In the event that both a paper and electronic bid for the same project are submitted, the City will use and accept the electronic version as the authorized submittal.

2. No proposal will be considered for award unless the Proposer has complied with the following:

Proposers must submit a deposit in the amount of **Five Hundred Dollars (\$500)** with their proposal in the form of a Certified or Cashier's Check, an irrevocable letter of credit, or a certificate of deposit, or a bidder's bond of a corporate surety, authorized by the California Insurance Commissioner to do business in the State of California, payable and acceptable to the City of Fresno. Such deposit shall be retained by the City of Fresno as a guarantee that the Proposer, if awarded all or part of the proposal, will, within fifteen (15) calendar days from the date the Notice of Award is mailed to the Proposer, execute and return a Contract furnished by the City. All deposits will be returned when the Contract(s) has been executed for all items awarded, or if all proposals are rejected.

**A proposal without a proper deposit will automatically be rejected.**

3. The City will award a Contract or reject any or all proposals within the time stated in the Specifications, and no proposal may be withdrawn within that period of time. Any award of a Contract exceeding \$50,000, shall be subject to the approval of the City Council.

4. The City reserves the right to reject any and all proposals.

### **Submittal of Proposal**

5. Each Proposer shall carefully examine each and every term of this Request for Proposal (RFP); and each Proposer shall judge all the circumstances and conditions affecting his/her proposal. Failure on the part of any Proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Proposer did not understand the conditions of this Request for Proposal.

6. The Proposer shall comply with any and all federal, state or local laws, now in effect or hereafter promulgated, which apply to the services and products herein specified.

7. Proposers will submit **an original and five (5) copies of their proposal in a sealed envelope**, marked on the outside **RFP No. 9463 for Parking Meters** and will include the name of the Proposer and the date and time of proposal submittal deadline. If proposals submitted electronically, hard copies are not applicable.

8. This solicitation for proposals does not commit the City of Fresno to enter into a Contract or to pay any costs incurred in the preparation of responses to the request. The City of Fresno reserves the right to accept or reject any proposals, and to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals. It may accept the proposal that it considers to be in the interest of the City of Fresno, with or without negotiation.

9. The City reserves the right to waive any informality or minor irregularity when it is in the best interest of the City to do so, to negotiate for the modification of any proposal with mutual consent of the Proposer, to re-advertise for proposals if desired, and to accept the proposal which in the judgment of the City, even though it does not offer the lowest cost, is nevertheless deemed to offer the best value for the public and City. Any proposal which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection.

## **ADA**

Accessibility Requirements: Supplier warrants that it complies with California and federal disabilities laws and regulations; and the Services will conform to the accessibility requirements of WCAG 2.0AA. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Services. The City may require bidder to comply with these accessibility requirements if they are awarded a contract.

## **Local Preference**

10. Fresno Municipal Code Section 4-109, LOCAL PREFERENCE IN CONTRACTING FOR SERVICES, provides for a local preference. Portions pertinent to this Contract are paraphrased as follows:

Except for those contracts funded by the federal or state government when such funding would be jeopardized because of this preference, the City of Fresno shall, in contracting for professional services, other than consulting service, extend a five percent (5%) preference for a local firm in evaluating proposals for award. The amount of the preference shall be equal to the amount of the percentage applied to the lowest proposal price from a firm other than a local firm, if the Proposer submitting the lowest proposal price is not a local firm. The Proposer shall certify, under penalty of perjury, that the Proposer qualifies as a local firm. The preference is waived if the certification does not appear on the proposal.

"Local firm" shall mean a firm with a fixed primary or branch office within a twenty-five mile radius of Fresno City Hall, located at 2600 Fresno Street in the City of Fresno, and a majority of the work on the project will be performed by employees who are permanently assigned to such office prior to the city requesting proposals for the project and whose regular duties would include local work on other than city projects.

Proposers shall submit the form CERTIFICATION FOR LOCAL PREFERENCE with their proposal if they seek the benefit of local preference.

## **Public Records**

11. The proposals received shall become the property of the City of Fresno and are subject to public disclosure. Those parts of a proposal which are defined by the Proposer as business or trade secrets as that term is defined in California Evidence Code, Section 3426.1, and are reasonably marked "Trade Secrets", "Confidential", or "Proprietary", and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may be deemed non-responsive. Proposals, excluding confidential information, will be available for review after posting of staff recommendation.

## Selection Process and Evaluation Criteria

### 12. Proposal Evaluation

The Selection Committee will review and evaluate all proposals after formal receipt. To receive proper consideration, the proposal must meet the requirements of these Specifications. The evaluation process will provide credit only for those capabilities and advantages which are clearly stated in the Proposer's written proposals. In other words, advantages which are not stated will not be considered in the evaluation process.

Proposers whose proposals include a failure to comply with or take exception to these Specifications may be considered nonresponsive and dropped from the evaluation process.

The Selection Committee will include at least one representative from a Department with no direct interest in the service(s) being requested by this Request for Proposals and a representative from the Purchasing Division. A member of the City of Fresno Finance Department will be responsible to review the Proposer's Financial Statements and the Selection Committee will be provided a copy of the report generated by that review. The Selection Committee may also include a representative from outside the City organization. It will be the responsibility of this committee to make recommendations advisory to City Manager and in accordance with the award criteria enumerated below.

The Selection Committee will evaluate the proposals on the following criteria:

- a. **Cost** as shown on the proposal form.
- b. **Ability** to meet the stated service requirements.
- c. **Past Performance and Experience** based on References and experience shown on "Statement of Qualifications and Experience."
- d. **Conformance** to the terms and conditions of the RFP.
- e. **Financial Stability** based on information provided in the Statement of Qualifications.
- f. **Other** related information.

The City reserves the right to accept or reject any or all proposals and may select, and negotiate with one or more Proposers concurrently, and enter into a Contract with such Proposer who is determined, by the City, to provide the services which are in the interest of the City. The City may agree to such terms and conditions as it may determine to be in its interest.

13. The Selection Committee reserves the right to request additional information from Proposers, to negotiate terms and conditions of the Contract, to visit sites, to request demonstrations or oral presentations, or ask Proposers to appear before the Selection Committee to clarify points of their proposal.

14. Selection will be based on qualitative analysis and cost. Any award shall be on the basis of the criteria specified and made to the Proposer whose proposal is judged as providing the best value in meeting the interest of the City and the objectives of the project.

15. The City reserves the right to make the selection of a Proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the Proposer to perform the services set forth herein.

## **Time to Award**

16. The Proposer agrees that the City may have 120 days to accept or reject proposals. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

## **Contract Documents**

17. The Proposer shall submit the required contract documents in a form acceptable to the Purchasing Division 2600 Fresno ST. Room 2156 – Fresno, Ca.93721 within 15 calendar days (except in the event in the event federal funding is applicable to the Contract, then 10 working days) from the Notice of Award of proposal. Failure to provide said documents within the designated period shall be sufficient cause to find the proposal non-responsive and move to award to the next proposer offering the next best value to the City.

## **ACH Payment Initiative -Electronic Payment**

Proposer shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract. Payment for invoices submitted by the proposer shall only be rendered electronically unless payment by paper check is expressly authorized by the Controller, in the Controller's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary City procedures and practices. The proposer shall comply with the Controller's procedures to authorize electronic payments. Proposer acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the Controller's electronic payment procedures, except where the Controller has expressly authorized payment by paper check as set forth above.

## **Questions, Clarifications and Concerns**

18. The Specifications describing this project have been carefully prepared. Any questions or concerns relating to these Specifications shall be directed in writing to the Designated Procurement Specialist of the Purchasing Unit (see cover page) and may be submitted electronically by utilizing the Question and Answers field on Planet Bids.

Questions will be accepted only up to five (5) working days prior to the proposal date to allow the City, if necessary, to issue an addendum to all proposers stating revisions, deletions, or additions to be made to the Specifications as a result of any questions. If questions arise after the deadline, please contact the Designated Procurement Specialist of the Purchasing Unit, but the City will not guarantee a response.

The City will not be responsible for verbal responses made by parties other than the Purchasing Manager or her/his designee.

## **Contacts with City Staff**

19. Before an award is made, any contact with City staff, other than the Purchasing Manager or Designated Procurement Specialist, without prior written authorization is strictly prohibited and may render the Proposer non-responsible.



## **REGULATED COMMUNICATIONS IN CITY PROCUREMENT PROCESS ORDINANCE**

20. The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective May 7, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

Any Respondent, Bidder, Proposer or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance.

Any Respondent, Bidder, or Proposer violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

Note: The full text of Fresno Municipal Code, Chapter 4, Article 6 may be viewed on the City's website at, <http://www.fresno.gov>. Under Government, "City Clerk" - Fresno Municipal Code- Or view the Fresno Municipal Code directly at <http://www.municode.com/Resources/gateway.asp?pid=14478&sid=5>

### **Notification of Staff Determination**

21. Once the City has reviewed and evaluated the proposals received and has determined for award the responsible proposal that provides the best value to the City, that determination will be posted on a public bulletin board outside the Purchasing Units Office and the City's website [www.fresno.gov](http://www.fresno.gov), reference link "*For Business*" (right hand side of screen), "*Bid Opportunities*," and "*Anticipated Award*." The bulletin board and website will generally be updated by Monday of each week, no later than 5 p.m. It is the sole responsibility of interested Proposers to seek this information from either of these sources.

For those Proposers that have concerns or rebuttal of any determination of non-responsiveness or non-responsibility about the Staff Determination, they will be given an opportunity to submit, in writing, within [5] days to the Purchasing Manager any concerns with the RFP process or Staff Determination. Such writing will be taken under consideration by the City Manager and may be acted upon within [5] days. If no action is taken within such [5] days, then there shall be no change in Staff Determination. The exercise of Proposer of its right to submit its written concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.

### **Debarment**

22. A Bidder may be debarred from bidding or proposing upon or being awarded any contract with the City or from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Fresno Municipal Code 4-1-04 adopted by Council on May 17, 2018. The initial period of any such debarment shall not be less than one year and may be permanent depending on the violation. A Bidder may request a hearing, in accordance with Fresno Municipal Code 4-1-04, upon receipt of a notice of proposed debarment from the City Manager or designee. A copy of the ordinance may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721.

## **OUTREACH TO SMALL BUSINESS ENTERPRISES IN SUBCONTRACTING**

23. The City of Fresno hereby notifies all Proposers that it is the City's policy to provide all small business enterprises, including minority, women, and disabled veteran business enterprises, equal access and opportunity for participation in the performance of all construction contracts, professional service contracts, procurement of supplies, equipment and other services. Therefore, the City requests that a Proposer who intends to subcontract a portion of the work seek out small business enterprises that are potential subcontractors, suppliers, or consultants, and actively solicit their interest, capability and prices.

## II - PROPOSAL AND CONTRACT DOCUMENTS

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

**CHECK LIST**  
**Request for Proposals No. 9463**

Proposals shall be submitted in a three-ring binder, **one original and five (5) copies**. (If submitted electronically, hard copies are not applicable). The total proposal packet must be sealed and clearly marked on the outside **RFP No. 9463 for Parking Meters**

Proposers are requested to submit this Checklist and the following information, providing the content in the sequence shown below. If documentation provided is incomplete, the Proposer may be considered non-responsive and ineligible for award of a Contract.

1. **COVER LETTER**, including company name, address, contact name, phone number and fax number.
2. **PROPOSAL DEPOSIT** in the form of:
  - Certified Check
  - Cashier's Check
  - Certificate of Deposit
  - Proposer's Bond
  - Irrevocable Letter of Credit
  - Annual Bidder's Bond
3. **COST PROPOSAL** (pp. 11)(complete attached form)
4. **STATEMENT OF QUALIFICATIONS AND EXPERIENCE** (provided by proposer)
5. **CITY FORMS** (pp. 16-20) (complete/return attached forms)  
STATEMENT INDICATING ACCEPTANCE OF INDEMNIFICATION AND  
INSURANCE REQUIREMENTS  
CERTIFICATION FOR LOCAL PREFERENCE, if applicable  
NON-COLLUSION AFFIDAVIT  
ADDENDA AND PROPOSAL DEPOSIT
6. Signature page of all **ADDENDA** issued, Addendum No. \_\_\_\_\_ to \_\_\_\_\_  
(Enter numbers, if applicable or enter n/a).
8. **REFERENCES** (pp. 15)
9. **PROPOSER QUESTIONNAIRE** (pp. 12-13) (complete attached form)
10. **SIGNATURE PAGES** (pp. 22-24), including other document to authorize individual who signs proposal.
11. **ACH AUTHORIZATION AGREEMENT FORM**- Signature page of ACH payment.  
(p.21)  
Currently on file? Yes \_\_\_\_\_ No \_\_\_\_\_. If no, submit to Procurement Specialist.

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

**Request for Proposals No. 9463**

TO: THE PURCHASING MANAGER, CITY OF FRESNO

**COST PROPOSAL**

Having carefully examined the Request for Proposal, attachments and related documents, the undersigned proposes and agrees to provide to the City of Fresno, in accordance with the Specifications annexed hereto and made a part thereof, the following services at the following rates:

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>COST</u></b>
1.	210 meters for the Fulton Street corridor	\$ _____ per meter \$ _____ total
2.	211-250 meters	\$ _____ per meter
3.	251-500 meters	\$ _____ per meter
4.	2,000 meters	\$ _____ per meter \$ _____ total
5.	2001+ meters	\$ _____ per meter
6.	Initial Training, Consulting, Startup Costs	\$ _____ total
7.	Installation of 210 meters (alternate at City's discretion)	\$ _____ total
8.	Installation of 2,000 meters (alternate at City's discretion)	\$ _____ total
9.	Annual support and data connectivity – flat rate (if applicable)	\$ _____
10.	Annual support and data connectivity – per meter rate (if applicable)	\$ _____

The above amounts shall include any and all applicable taxes.

The quantities listed on the proposal page(s) are estimates. The actual requirement of the City may be more or less than the quantities specified. The City will pay for only those items which it actually delivered or received during the term of the Contract.

The City reserves the right to reject any and all proposals.

Proposer's Name: \_\_\_\_\_ (Submit with Proposal.)

**PROPOSER QUALIFICATION QUESTIONNAIRE**

**Request for Proposals No. 9463**

TO: THE PURCHASING MANAGER OF THE CITY OF FRESNO

The undersigned Proposer submits the following information in accordance with the proposal Specifications:

(Use additional sheets as needed.)

1. a. Business Name (If using more than one business name, please list all names.):

\_\_\_\_\_

- b. Address:

\_\_\_\_\_

\_\_\_\_\_

Is your firm operating as a franchisee? Yes  or No

If yes, list the franchiser, and number of years your business has been franchised:

\_\_\_\_\_

2. Provide the names, titles, qualifications, years of experience, and years with your firm, for all key personnel in authority in your business, including the key personnel that will be involved in this project, and the extent to which they will be involved in the performance of this Contract.

3. How many years has your business been established? \_\_\_\_\_

How many years has your business been under your present name? \_\_\_\_\_

How many years under former names? (List name and number of years) \_\_\_\_\_

4. How many years has your business been providing services? \_\_\_\_\_

5. What other types of services does your business provide? \_\_\_\_\_

(Submit with Proposal.)

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

6. Do you have any affiliated companies? (If parent company, list subsidiaries and divisions. If subsidiary or division, name parent company, its principals, and their addresses):

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7. Have there been any contract terminations for the services your firm performs before the fulfillment of the contract within the past three years? Yes  or No   
If so, list the date, client, and reason for termination below:

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8. Provide an organization chart, indicating full-time personnel, job titles, locations, and whether each individual works out of an office or is in the field. Organization chart attached?

Yes  or No

9. Does the proposer currently possess sufficient inventory to meet the initial requirements (See Estimated Quantities for this contract)?

Yes  or No

If "Yes", describe the inventory and if "No", describe how you will meet the initial requirements:

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11. Outline your support services including establishing direct lines of communication between City technical staff and the manufacturers(s).

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11. Are there any lawsuits or pending litigation for the use, operation or installation of any your meters or equipment?

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

## **ADDITIONAL INFORMATION TO BE PROVIDED BY PROPOSER**

### **Request for Proposals No. 9463**

Proposers must present evidence, satisfactory to the City, indicative of the Proposer's ability to provide the required services and the Proposer's long term financial strength. To this end, the Proposer must attach the following information to the Proposal Form:

#### **A. MANUFACTURER'S CERTIFICATION:**

If the Proposer is other than the manufacturer, Proposer shall attach:

1. Certification from the manufacturer(s) on manufacturer's letterhead stating that the Proposer is an authorized representative of the manufacturer to sell and lease the manufacturer's and that all equipment is new; and
2. Certification from the manufacturer(s) on manufacturer's letterhead stating that the Proposer is authorized to repair and maintain the manufacturer's equipment; and
3. Documentation that the Proposer's technicians are factory trained and certified; and
4. Either of the following: (1) a letter of commitment from the manufacturer which will assure the Proposer of a source of supply sufficient to satisfy the City's requirements for the contract period including the option years; or (2) other evidence that the Proposer will have an uninterrupted source of supply from which to satisfy the City's requirements for the contract period.

#### **B. TECHNICAL LITERATURE:**

The proposer shall include with the proposal detailed descriptive literature for the equipment being offered. Such literature must provide information on electrical wiring needs, space requirements, and all technical data required for a full evaluation. If technical literature provided is not sufficient for the City to evaluate the proposal, the City may be request additional information.



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

**REFERENCES**  
**Request for Proposals No. 9463**

Please list at least three references of similar size and type of services, including governmental agencies, if available.

1. AGENCY/COMPANY NAME: \_\_\_\_\_

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

LENGTH OF CONTRACT: \_\_\_\_\_ NUMBER OF YEARS: \_\_\_\_\_

TYPE OF SERVICE PROVIDED: \_\_\_\_\_

2. AGENCY/COMPANY NAME: \_\_\_\_\_

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

LENGTH OF CONTRACT: \_\_\_\_\_ NUMBER OF YEARS: \_\_\_\_\_

TYPE OF SERVICE PROVIDED: \_\_\_\_\_

3. AGENCY/COMPANY NAME: \_\_\_\_\_

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

LENGTH OF CONTRACT: \_\_\_\_\_ NUMBER OF YEARS: \_\_\_\_\_

TYPE OF SERVICE PROVIDED: \_\_\_\_\_

(Submit with Proposal)

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

**STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION  
AND INSURANCE REQUIREMENTS**

**Request for Proposals No. 9463**

The Proposer shall sign below that the Proposer accepts in whole the Indemnification and Insurance Requirements set forth in these Specifications. If the Proposer takes exception to some portions, those portions shall be listed here below and the Proposer shall sign that the Proposer accepts all portions of the requirements not listed.

Note: Any exceptions may render the proposal non-responsive.

- ACCEPT**  
 **DO NOT ACCEPT**

**If "DO NOT ACCEPT" is checked, please list exceptions:**

INSERT IF APPLICABLE

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Type or Print Name of Authorized Person

(Submit with Proposal, if applicable)

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

**CERTIFICATION FOR LOCAL PREFERENCE  
Request for Proposals No. 9463**

We certify that we qualify as a local business pursuant to Fresno Municipal Code Section 4-109.

**Location of Business:**  
(Please provide street address, no PO Box)

Primary Office   
Branch Office   
(Please mark as applicable)

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

Phone: \_\_\_\_\_

The undersigned Proposer hereby declares under penalty of perjury under the laws of the State of California that the information contained on this CERTIFICATION FOR LOCAL PREFERENCE is correct and complete.

**The above Statement is part of the proposal. Signing this proposal on the signature page thereof shall also constitute signature of this Certification.**

**Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.**

(Submit with Proposal)

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

**NON-COLLUSION AFFIDAVIT**

**Request for Proposals No. 9463**

Proposer declares under penalty of perjury under the laws of the State of California that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that said Proposer has not in any manner directly or indirectly sought by agreement, communication, or conference with any one to fix the proposal price of said Proposer or of any other Proposer, or to fix any overhead, profit, or cost element of such proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in such proposal are true, and further, that said Proposer has not directly or indirectly submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said Proposer in this general business.

**The above Non-Collusion Affidavit is part of the proposal. Signing this proposal on the signature page thereof shall also constitute signature of this Non-Collusion Affidavit.**

Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

(Submit with Proposal)

**ADDENDA**

The City makes a concentrated effort to ensure any addenda issued relating to these Specifications are distributed to all interested parties. It shall be the Proposer's responsibility to inquire as to whether any addenda to the Specifications have been issued. Upon issuance by the City, all addenda are part of the proposal. Signing the proposal on the signature page thereof shall also constitute signature on all addenda.

**TIME PERIOD TO AWARD/REJECT**

The undersigned Proposer agrees that the City may have **120 DAYS** from the date proposals are opened to accept or reject proposals. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

(Submit with Proposal)

**PROPOSAL DEPOSIT**

Accompanying this proposal is a Proposal Deposit in the amount of **five hundred dollars (\$500)** in form of:

- Certified Check
- Bidder's Bond
- Cashier's Check
- Irrevocable Letter of Credit
- Certificate of Deposit
- Annual Bidder's Bond

which is deposited by the undersigned Proposer with the City of Fresno as a guarantee that the Proposer, if awarded all or part of the Contract, will, within fifteen (15) calendar days from the date the Notice of Award is mailed to the Proposer, execute and return a Contract furnished by the City.

Such Deposit is made with the understanding that failure to execute such Contract will result in damage to the City, that the amount of such damage would be difficult to determine and that in the event of such default said Deposit shall become the property of the City; or, if a Bidder's Bond is deposited, the amount of the obligation thereof, but not more than the above stated amount, shall thereupon be due and payable to the City of Fresno as liquidated damages for such default, payment of said amount to be the joint and several obligation of the Proposer and the corporate surety.

**BUSINESS LOCATION**

- The undersigned Proposer does not maintain a place of business in the City of Fresno.
- The undersigned Proposer maintains a place of business in the City of Fresno at: \_\_\_\_\_, Fresno, CA \_\_\_\_\_

**BUSINESS LICENSE**

- The undersigned Proposer has a current City of Fresno Business License and the number is\_\_\_\_\_.

If the successful bidder does not have a City of Fresno Business License, he/she shall obtain such a license prior to the issuance of a Notice to Proceed for the Work and maintain in effect throughout the term of this Contract.

(Submit with Proposal)

Initial: \_\_\_\_\_

**CITY OF FRESNO  
FINANCE  
DEPARTMENT  
ACCOUNTS PAYABLE SECTION  
AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS  
(ACH CREDITS)**

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

Contact Email Address \_\_\_\_\_  
(Required)

Contact Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

The City of Fresno, Finance Department, (FINANCE DEPARTMENT), is authorized to initiate credit entries to the company above, (COMPANY), in the account below at the depository financial institution named below, (DEPOSITORY), and to credit the same to such account. Company acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law.

Depository Name \_\_\_\_\_

Branch \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Routing Number \_\_\_\_\_

Account Number \_\_\_\_\_

ACH Authorization Agreement Form already on file with City.

This authorization is to remain in full force and effect until FINANCE DEPARTMENT has received written notification of its termination. The FINANCE DEPARTMENT and DEPOSITORY have a reasonable time to process the termination.

Name(s) \_\_\_\_\_  
(Please print)

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

**SIGNATURE PAGE**

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the statements contained in this proposal are true and correct.

PROPOSAL SUBMITTED BY:

(Please follow the instructions for each line, as explained below.)

(1) \_\_\_\_\_ ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
Firm Phone Fax

(2) \_\_\_\_\_  
(Corp) (Individual) (Partner) (Other)

(3) \_\_\_\_\_  
Business Address

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

(4) By: \_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.: \_\_\_\_\_ Date: \_\_\_\_\_



## INSTRUCTIONS FOR SIGNATURE PAGE

LINE 1: The name of the Bidder must be the same as that under which a license is issued, if a license is required. If the Bidder is a corporation, enter the exact name of the corporation under which it is incorporated; if Bidder is an individual, enter name; if Bidder is an individual operating under a trade name, enter name and dba (trade name in full); if a partnership, enter the correct trade style of the partnership; if a joint venture, enter exact names of entities joining in the venture.

LINE 2: Identify here the character of the name shown under (1), i.e., corporation (including state of incorporation), individual, partnership, or joint venture.

LINE 3: Enter the address to which all communications and notices regarding the Bid Proposal and any Contract awarded thereunder are to be addressed.

LINE 4: (a) If the Bidder is a corporation, the Bid Proposal must be signed by an officer or employee authorized to sign Contracts on behalf of the corporation evidenced by inclusion of one of the following certified by the secretary of the corporation, authorizing the officer or employee to sign contracts (sample certification attached): a copy of the Articles of Incorporation, a copy of the Bylaws, a copy of the Board Resolution or Minutes authorizing the officer or employee to sign Contracts.

(b) If Bidder is an individual, he/she must sign the Bid Proposal, or if the Bid Proposal is signed by an employee or agent on behalf of the Bidder, a copy of a power of attorney must be on file with the City of Fresno prior to the time set for the opening of the bids or must be submitted with the Bid Proposal.

(c) If the Bidder is a partnership, the Bid Proposal must be signed by all general partners; or by a general partner(s) authorized to sign Contracts on behalf of the partnership evidenced by inclusion of either a copy of the Partnership Agreement or a recorded Statement of Partnership.

(d) If the Bidder is a joint venture, the Bid Proposal must be signed by all joint venturers; or by a joint venturer(s) authorized to sign Contracts on behalf of the joint venture evidenced by inclusion of either a copy of the Joint Venture Agreement or a recorded Statement of Joint Venture; and if the joint venturer(s) is a corporation or a partnership signing on behalf of the Joint Venture, then Paragraphs (a) and c) above apply respectively.

Where Bidder is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation, and their business addresses must be typewritten below:

NAME	ADDRESS

NOTE: All addresses must be complete with street number, City, State, and Zip Code.

**SAMPLE CERTIFICATION**

I, \_\_\_\_\_, certify that I am the secretary  
Name  
of the corporation named herein; that \_\_\_\_\_ who signed  
this  
Name  
Bid Proposal on behalf of the corporation, was then \_\_\_\_\_  
of  
Title  
said corporation; that said Bid Proposal is within the scope of its corporate powers and was duly  
signed for and on behalf of said corporation by authority of its governing body, as evidenced by  
the attached true and correct copy of the \_\_\_\_\_  
Name of Corporate Document

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

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

Title: Secretary

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

SAMPLE  
SERVICE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "City"), and [Contractor Name], [Legal Identity] (hereinafter referred to as "Contractor") as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions", "Federal Conditions", "Functional Specifications" and "Technical Requirements" for the following: [Title] (Request for Proposals No. [Number]) copies of which are annexed hereto, together with all the documents specifically referred to in said annexed documents, including the Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the monetary consideration of [WRITTEN \$ AMOUNT] DOLLARS AND [WRITTEN CENTS AMOUNT] CENTS (\$[DOLLAR AMOUNT]), as set forth in the Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. PAYMENT. City accepts Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents. Contractor agrees to accept electronic payment from City.

4. INDEMNIFICATION: Contractor shall indemnify, hold harmless and defend City and each of its officers, officials employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of the City or any of its officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

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IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

[Contractor Name],  
[Legal Identity]

CITY OF FRESNO,  
a California municipal corporation

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

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

Name: \_\_\_\_\_  
(Type or print written signature.)

[Name], Purchasing Manager  
Finance Department

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:  
YVONNE SPENCE  
City Clerk

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

By: \_\_\_\_\_  
Deputy Date

Name: \_\_\_\_\_  
(Type or print written signature.)

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

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

DOUGLAS T. SLOAN  
City Attorney

By: \_\_\_\_\_  
Deputy/Senior Deputy

### III - GENERAL CONDITIONS

### III. GENERAL CONDITIONS

1. DEFINITIONS: Wherever used in the Specifications, including the Instructions to Proposers, the proposal, or any of the Contract Documents, the following words shall have the meaning herein given, unless the context requires a different meaning.

- (a) "City" and "City of Fresno" shall each mean the City of Fresno, CA, unless otherwise indicated.
- (b) "City Manager" shall mean the City Manager of the City of Fresno.
- (c) "Contract" and "Contract Documents" shall each mean and refer to these Specifications, including the Instructions to Proposers, the proposal and any addenda thereto, the Contract and all City of Fresno specifications, and other papers and documents incorporated by reference into or otherwise referred to in any of the foregoing documents, whether or not attached thereto.
- (d) "Contractor" shall mean each person or entity awarded a Contract hereunder and named or to be named in the Contract with the City of Fresno to furnish the goods or services, or both, to be furnished under the Contract.
- (e) "Council" and "City Council" shall each mean the Council of the City of Fresno.
- (f) "Proposer" shall mean each person or entity submitting a proposal, whether or not such person or entity shall become a Contractor by virtue of award of a Contract by the City.
- (g) "Purchasing Manager" shall mean the Purchasing Manager of the City of Fresno.
- (h) "Specifications" shall mean the Contract Documents.

2. DELIVERY OF SERVICES: If Contractor is delayed providing services by (i) any acts or omissions of City or its employees, or others acting under authority of City by contract or otherwise, (ii) acts of God which Contractor could not reasonably have foreseen and provided for, (iii) illegal strikes, boycotts or like illegal obstructive action by employee or labor organizations, or (iv) any illegal general lockouts or other defensive action by employers, whether general or by organizations of employers; Contractor shall have no claim for damages against City for any such cause of delay, but shall be entitled to an extension of time as will reasonably compensate Contractor for actual loss of time occasioned thereby. Contractor may apply to the City Manager for such extension. However, no such extension of time shall be granted unless Contractor shall have notified the Purchasing Manager, in writing, within one week after the commencement or occurrence of the condition or event which is expected to cause a delay in delivery, of such condition or event and the actual or estimated number of days of delay anticipated on account thereof. The decision of the City Manager as to the number of additional days, if any, to be allowed for completion of delivery on account of such condition or event, will be given in writing to Contractor.

3. TERMINATION FOR CONVENIENCE: The City reserves the right to terminate this Contract for any reason, upon sixty (60) days written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory service performed to the date of termination.

4. TERMINATION FOR CAUSE:

a. If the Contractor shall fail to complete delivery, within the time or times specified herein, of all or any part of the materials, equipment, supplies or services to be provided under the Contract, the City Manager of the City of Fresno or his/her designee, acting for and on behalf of the City, may at any time after the expiration of the time for cure, terminate the Contract as to the whole thereof, or in the event partial delivery has been made and accepted, as to such of the items or service to be furnished which have not been delivered or accepted prior to such termination.

b. The City may terminate this Contract if the Contractor materially breaches any of its obligations under this Contract and fails to commence and diligently pursue reasonable efforts to cure such breach within fifteen (15) days after written notice by the City specifically describing the breach.

c. Such termination shall be effective upon receipt by Contractor of written notice of termination from said City Manager or his/her designee, which notice shall be deemed to have been received by Contractor, if mailed by certified mail, within forty-eight hours to Contractor's address as contained in the proposal to the City or, if personally delivered, upon the delivery thereof to Contractor, the authorized representative of Contractor, or to the Contractor's said address.

5. CONTRACT DOCUMENTS: Upon award of the Contract, the Contractor shall execute and submit all required documents to the Purchasing Manager, 2600 Fresno Street,, Fresno, California 93721, in a form acceptable to the City of Fresno within fifteen (15) calendar days from the date of Notice of Award. Failure to provide said documents within the designated period shall be sufficient cause to forfeit the proposal deposit and initiate a City departmental recommendation for City to award the Contract to another Proposer.

6. PERFORMANCE BOND: Throughout the life of this Contract, the Contractor shall pay for and maintain in full force and effect a "Faithful Performance Bond" from a corporate surety, admitted by the California Insurance Commissioner to do business in the State of California, in the amount of **twenty-five percent (25%) of proposal amount**. If applicable, this bond is to be renewed annually.

**PROVISIONS APPLICABLE ONLY FOR SERVICES TO BE PERFORMED ON CITY PREMISES**

## 7. INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, CONTRACTOR shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, CONTRACTOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONTRACTOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONTRACTOR of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."



2. The most current version of ISO \*Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
  
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

## MINIMUM LIMITS OF INSURANCE

### EXHIBIT A

CONTRACTOR shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY

- (i) \$2,000,000 per occurrence for bodily injury and property damage;
- (ii) \$2,000,000 per occurrence for personal and advertising injury;
- (iii) \$4,000,000 aggregate for products and completed operations; and,
- (iv) \$4,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

4. BUILDERS RISK (Course of Construction) insurance in an amount equal to the completed value of the project with no coinsurance penalty provisions. (Only required if the project includes new construction of a building, or renovation of, or addition to, an existing building.)
  
5. CONTRACTORS' POLLUTION LEGAL LIABILITY with coverage for bodily injury, property damage or pollution clean-up costs that could result from of pollution condition, both sudden and gradual. Including a discharge of pollutants brought to the work site, a release of pre-existing pollutants at the site, or other pollution conditions with limits of liability of not less than the following:
  - (i) \$1,000,000 per occurrence or claim; and,
  - (ii) \$2,000,000 general aggregate per annual policy period.
    - (a) In the event this Agreement involves the transportation of hazardous material, either the Commercial Automobile policy or other appropriate insurance policy shall be endorsed to include *Transportation Pollution Liability insurance* covering materials to be transported by CONTRACTOR pursuant to the Agreement.

#### UMBRELLA OR EXCESS INSURANCE

In the event CONTRACTOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

#### DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONTRACTOR shall also be responsible for payment of any self-insured retentions. Any self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
  
- (ii) CONTRACTOR shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

## OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. CONTRACTOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONTRACTOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONTRACTOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.
- (ii) The Commercial General, Contractors Pollution and Automobile Liability insurance policies shall be written on an occurrence form.
- (iii) The Commercial General, Automobile and Contractors Pollution Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured. CONTRACTOR shall establish additional insured status for the City and for all ongoing and completed operations under both Commercial General and Commercial Pollution Liability policies by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.
- (iv) The Commercial General, Contractors Pollution and Automobile Liability insurance shall contain, or be endorsed to contain, that the CONTRACTORS' insurance shall be primary to and require no contribution from the City. The Commercial General and Contractors Pollution policies are required to include primary and non contributory coverage in favor of the City for both the ongoing and completed operations coverage. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. If CONTRACTOR maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by CONTRACTOR.
- (v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
- (vi) For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, agents, employees and volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

- (vii) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.
- (viii) The Builder's Risk Insurance shall have the policy endorsed to provide the City of Fresno to be named as a Loss Payee.
- (ix) The Commercial General, Contractors Pollution and Automobile Liability insurance policies shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

PROVIDING OF DOCUMENTS - CONTRACTOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONTRACTOR shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of CONTRACTOR shall also be required to provide all documents noted herein.

Claims-Made Policies - If any coverage required is written on a claims-made coverage form:

- (i) The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONTRACTOR.
- (ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or termination of the Agreement, whichever first occurs.
- (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, or work commencement date, CONTRACTOR must purchase "extended reporting" period coverage for a minimum of five (5) years after completion of the work or termination of the Agreement, whichever first occurs.
- (iv) A copy of the claims reporting requirements must be submitted to CITY for review.
- (v) These requirements shall survive expiration or termination of the Agreement.

SUBCONTRACTORS - If CONTRACTOR subcontracts any or all of the services to be performed under this Agreement, CONTRACTOR shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, CONTRACTOR will be solely responsible for ensuring that it's subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

Bidders who plan to participate repeatedly in City bids are encouraged to submit annual insurance certificates at time of bid which will remain on file in the Purchasing Division.

8. INDEMNIFICATION: The Contractor shall indemnify, hold harmless and defend the City and each of its officers, officials employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City, the Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. The Contractor's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the gross negligence or by the willful misconduct of the City or any of its officers, officials, employees, agents or volunteers.

If the Contractor should subcontract all or any portion of the work to be performed under this Contract, the Contractor shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

9. PRECEDENCE OF CONTRACT DOCUMENTS: The order of precedence of documents shall be: (1) Rules and Regulations of Federal Agencies relating to the source of funds for this project; (2) Supplemental Agreements, Change Orders, or Contract the one dated later having precedence over another dated earlier; (3) Special Conditions; (4) General Conditions; (5) Scope of Work.

Whenever any conflict appears in any portion of the Contract, it shall be resolved by application of the order precedence.

10. FEDERAL IMMIGRATION REFORM AND CONTROL ACT OF 1986: As a material part of any contract for a City of Fresno project, every Contractor who has employees who will work on a City of Fresno project, is required to comply with all of the provisions of the Federal Immigration Reform and Control Act of 1986 (P.L. 99-603, 100 Stat. 3359). This requirement includes compliance with all of the employee documentation provisions. Furthermore, the Contractor will make any employee documentation required to comply with the Act immediately available to the City upon its request for each individual employee working on a City of Fresno project.

11. WORKMANSHIP GUARANTY: The workmanship of the services to be performed for the City by the Contractor will be in accord with the Specifications, and where not specified, in accord with generally accepted standards.

12. ALTERATION OF TERMS: No alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by both parties.

13. CONTRACT CHANGES: No changes or modifications to the Contract shall be made unless agreed to and signed by both parties. No prior, current or post award verbal agreement or agreements with any officer, agent or employee of the City shall affect or

modify any terms or obligations of these Specifications or any Contract resulting from this procurement.

14. AMENDMENTS: The City of Fresno reserves the right to add, modify, or delete items from the Contract including Special Conditions or Scope of Work. Any changes shall be made only by means of a formal amendment signed by both the City and Contractor.

15. ASSIGNMENT: The Contract is personal to the Contractor and there shall be no assignment, transfer, sale, or subcontracting by the Contractor of its rights or obligations under the Contract without the prior written approval of the City. Any attempted assignment, transfer, sale, or subcontracting by the Contractor, its successors, or assigns, shall be null and void unless approved in writing by the City.

16. TERMINATION BY CITY FOR NON-APPROPRIATION: In the event of non-appropriation relating to the Contract, City shall have the right to terminate the Contract at the end of any fiscal year of City, in the manner and subject to the terms specified in this paragraph. City shall endeavor to give written notice of such termination not less than sixty (60) days prior to the end of such fiscal year, and shall notify Contractor of any anticipated termination. For purposes of this paragraph, "fiscal year" shall mean the twelve month fiscal period of City which commences on July 1 in every year and ends on the following June 30. For purposes of this paragraph, "non-appropriation" shall mean the failure of the City or City's governing body to appropriate money for any fiscal year of City sufficient for the continued performance of the Contract by City.

17. INDEPENDENT CONTRACTOR: In the furnishing of the services provided for herein, the Contractor is acting as an independent contractor. Neither the Contractor, nor any of its officers, associates, agents or employees shall be deemed an employee, joint venturer, partner or agent of the City for any purpose. However, the City shall retain the right to verify that the Contractor is performing its respective obligations in accordance with the terms of the Contract.

Because of its status as an independent contractor, Contractor and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to City employees. Contractor shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Contractor shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Contractor's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to City or to this Agreement.

18. GOVERNING LAW AND VENUE: The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of the Contract and any

rights and duties thereunder shall be Fresno County, California.

19. COMPLIANCE WITH LAW: In providing the services required under the Contract, Contractor shall at all times comply with all applicable laws of the United States, the State of California and the City of Fresno, and with all applicable regulations promulgated by Federal, State, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of the Contract.

20. SEVERABILITY: The provisions of the Contract are severable. The invalidity, or unenforceability of any one provision in the Contract shall not affect the other provisions.

21. INTERPRETATION: The Contractor acknowledges that the Contract in its final form is the result of the combined efforts of the parties and that, should any provision of the Contract be found to be ambiguous in any way, such ambiguity shall not be resolved by construing the Contract in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

22. ATTORNEY'S FEES: If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of the Contract, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

23. EXHIBITS: Each exhibit and attachment referenced in the Contract is, by the reference, incorporated into and made a part of the Contract.

24. MAINTENANCE OF RECORDS: Records of Contractor pertaining to the services hereunder shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of the Contract and for a period of three years after final payment and for the period of time required by law. In addition, all books, documents, papers, and records of Contractor pertaining to the Contract shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This section shall survive expiration or termination of the Contract.

25. RECYCLING: In the event Contractor maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Contractor at its sole cost and expense shall:

(i) After award, immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

(ii) Immediately contact the Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.

(iii) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

26. NOTICES: Any notice required or intended to be given to either party under the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of the Proposal in the case of the Contractor and at the address in the Special Conditions for mailing of invoices in the case of City, or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

27. BINDING: Subject to Section 15 of these General Conditions, once this Contract is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

28. WAIVER: The waiver by either party of a breach by the other of any provision of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Contract. No provisions of this Contract may be waived unless in writing and signed by all parties to this Contract. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

29. CUMULATIVE REMEDIES: No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

30. NO THIRD PARTY BENEFICIARIES: The rights, interests, duties and obligations defined within this Contract are intended for the specific parties hereto as identified in the preamble of this Contract. Notwithstanding anything stated to the contrary in this Contract, it is not intended that any rights or interests in this Contract benefit or flow to the interest of any third parties.

31. EXTENT OF AGREEMENT: Each party acknowledges that they have read and fully understand the contents of this Contract. This Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be modified only by written instrument duly authorized and executed by both City and Contractor.

32. HEADINGS: The section headings in this Contract are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Contract.



#### **IV. SPECIAL CONDITIONS**

PAYMENT: The Proposer shall invoice the City of Fresno in order to initiate the payment process. Invoices shall conspicuously display the City's purchase order number and shall be submitted to:

ATTENTION: Beth Reusch  
City of Fresno  
Parking Division  
2600 Fresno Street, Room 4019  
Fresno, CA 93721

Contractor hereby agrees not to assign the payment of any monies due Contractor from City under the terms of this Contract to any other individual(s), corporation(s) or entity(ies). City retains the right to pay any and all monies due Contractor directly to Contractor.

## V - SCOPE OF WORK

In this section, the bidder is to provide a proposed approach to satisfy the requirements set forth.

### 1. Hardware Requirements

- a. Provide a detailed preventive maintenance and service plan to be performed by the City.
- b. All system components must be ADA compliant and including a statement from bidder a provided documentation certifying such.
- c. Communication
  - i. All hardware must communicate with a 4G LTE connection.
  - ii. All hardware must have the ability to operate on a stand-alone basis if the network connection is interrupted.
  - iii. Vendor shall provide transaction time data and percentage of transactions processed within this time criteria.
  - iv. Hardware shall support online authorizations of credit cards and prepaid smart cards at the time of transaction.
  - v. Hardware shall support a "hold and send" feature for credit card payments that can be activated when the communications network is down.
  - vi. Vendor shall provide the City with the option to determine which modem to install as well as which wireless carrier to use. The City reserves the right to vary the type of modem and carrier depending on City needs. The City also reserves the right to contract directly with the wireless carrier for service.
  - vii. When stored as a part of the City's spare inventory, the SIM or electronic ID shall remain in standby mode at no charge, but could be powered up and activated within 24 hours.
  - viii. SIM cards shall be removable without any specialized tools. Electronic SIM technology is preferred.
  - ix. Upgradable to NFC communications.
- d. All materials and components of hardware shall be new and unused.
- e. Shall be able to operate without failure under a variety of weather conditions, including but not limited to humidity, rain, sand, road grime, street vibrations and temperature from -10F to 185F.
- f. Shall have only one card slot with a hybrid card reader for payment by credit/debit and prepaid smart cards.
- g. Hardware shall feature an out-of-order function that date and time stamps the event for eventual comparison to parking citation information.
- h. The hardware shall allow for adding time to an existing parking session via cash or card payment method.
- i. Coin Chute
  - i. If the coin function is inoperable, other payment methods shall still be accepted.
  - ii. The chute shall include an anti-backup feature to prevent the retrieval of deposited coins (attached to wires, etc.).
  - iii. The entrance to the chute shall be replaceable stainless steel, or similar metal, and allow configuration to screen out certain denominations of coins.
  - iv. The jam alarm shall only stay active as long as the cause of the jam is present.

- v. When the coin chute detects a jam, the jam shall be recorded in the maintenance log. The log shall note metallic or non-metallic jams.
- vi. Coin count accuracy shall be at least 99.0%.
- vii. The coin validator and coin chute operations shall incorporate no contact points that could be impacted by grime, moisture, or other debris.
- viii. Feature advanced coin track sensors for self-calibration and detection of non-metallic items. The coin chute shall be easily and quickly serviceable in the field without the use of any specialized tools.
- j. Should the US Mint/Bureau of Engraving and Printing change the existing currency in any way, the bidder, shall, at its own expense, and within a mutually agreed-upon timeframe, update the software to accept the new coins/bills issued, as soon as new currency is available for general circulation.
- k. For both coins and bills, when a jam is detected, or other issue, the hardware shall have the option to send a notification via email, SMS or both.
- l. Power management
  - i. Hardware shall be solar with a battery backup.
  - ii. Bidder must state how long batteries can last without solar recharging. Batteries must last a minimum of one year and be warranted as such.
  - iii. The City shall be able to purchase rechargeable battery components individually.
  - iv. Batteries shall be standard “off-the-shelf” battery products available to consumers or shall be provided as an application specific battery pack by the bidder.
  - v. Batteries shall be able to be replaced by City staff without the use of tools (eg: nothing should be screwed in or otherwise constrained from removal).
  - vi. A low battery alert via email or SMS shall be provided.
  - vii. If a battery fails or becomes disconnected, hardware shall retain all programming and financial audit data for a minimum period of 2 months.
  - viii. Battery must be located in an isolated compartment within the hardware.

## 2. Credit Card Processing

- a. Integration with Heartland for credit card payment processing. The City of Fresno requires the City not be encumbered with any surcharge due to credit card use.
- b. Moisture, heat, grime, cold, shall not disable card slot. Card slot shall be functional in all weather including rain and shall not be disabled by water or other liquid.
- c. Card reader shall be a hybrid magnetic-stripe and contact smart card reader.
- d. Card reader shall be compatible with all ISO standard magnetic-stripe card readers including Visa, MasterCard, American Express, and Discover.
- e. Shall provide PCI-compliant, real-time credit card authorization.
- f. Obstruction of card slot shall not render hardware inoperable.
- g. Mechanism shall default to “coin only” whenever card payments are not available or offline.
- h. The time/amounts defaults to shall be customizable.
- i. Users shall be able to increase/decrease the amount of time being selected within City-specified parameters.
- j. Users shall always be able to cancel the transaction without penalty.
- k. Authorization shall time out if transaction isn’t completed within a set time period.
- l. Credit card security requirement:
  - i. The system must process payment card transactions using a validated P2PE solution listed on [https://www.pcisecuritystandards.org/assessors\\_and\\_solutions/point\\_to\\_poi](https://www.pcisecuritystandards.org/assessors_and_solutions/point_to_poi)

nt encryption solutions. The system must be able to process both swipe and EMV (chip) cards using the provided P2PE solution. If a non-P2PE validated payment processing solution will be used, the System Provider will be required to take on responsibility for security of payment card data and PCI DSS compliance and process all payment card transactions under the System Provider's Merchant ID (MID). If the System Provider will process transactions under the System Provider's MID, all transaction processing fees must be included in the pricing section of the proposal.

- ii. If the System Provider will be processing payment transactions under its own MID, System Provider must indicate if it has served as a merchant of record for other parking operations. If yes, System Provider must state whether it has validated PCI DSS compliance for those parking operations and provide an Attestation of Compliance. Payment processing must be performed in compliance with PCI DSS.

### 3. Prepaid Smart Cards

- a. Many downtown users prefer a prepaid smart card. This is particularly important to law offices and other downtown service providers. The prepaid smart cards should at a minimum perform the following, and any variances from this should be addressed in the exclusions:
  - i. Desired: function between parking meters and pay on foot dispensers, even if supplied by another vendor.

### 4. Reuse of Existing Hardware and Infrastructure

- a. For Parking Meters, the vendor shall reuse existing meter poles and vaults. If the bidder's hardware is not compatible with existing vaults, it shall be noted in the exclusions. See APPENDIX A.

### 5. System Architecture and Communication

- a. Please describe in detail the system's architecture and communication method. This includes database architecture, cloud solution, etc. Include a network diagram.

### 6. Management Software

- a. Remote access to system for both Parking Services and the City's parking operator to log in and control the system, pull reports, change rates, etc.
- b. Please provide a comprehensive description of the features and functionality of the management software proposed. Descriptions should include, but not be limited to, the following items:
  - i. Remote access method and capability.
  - ii. Ability to poll devices and monitor transaction data in real-time.
  - iii. Allow City to manage complex rate structures such as changing rates based on day/time, using a future-dated calendar feature. Allow for time-based sessions, as well as flat-rate sessions, depending on date and time.
  - iv. System shall support automatic changes due to Daylight Savings Time, and support any State/Federal changes to Daylight Savings Time.
  - v. For parking meters, ability to view real-time occupancy data at parking meters and support an API for third-party Smart Cities apps.
  - vi. Password-secured access rights to software functions based on defined system users and their operational needs with the ability to create an audit trail of each user's access and use of the system.
  - vii. Ability to display individual component functionality and operating status.
  - viii. Capability for remote diagnostics and software downloading.
  - ix. Alarm tracking and processing.
  - x. Export capability of data and reports to csv files and Windows applications

such as Excel and Adobe Acrobat.

- xi. System reports which cover cash reconciliation, revenue collection, occupancy statistics, individual parking details for investigation purposes, and parking parameters and their changes.
- xii. Ability to customize reports without needing support from bidder.
- xiii. Historical reporting of occupancy counts, length of stay (if applicable).
- xiv. Electronic journal.
- xv. System revenue reports.

#### 7. Parking Meter Details

- a. Provide pricing for quantities of meters as stated in the cost proposal.
- b. For parking meters, bidder shall provide the option of an “open” or “closed” system relative to access by staff to individual meter coin vaults in the field.
- c. Accept coins, credit/debit cards and prepaid smart cards.
- d. Prepaid smart multi-use cards that calculate remaining value as interpreted at entry and exit.
- e. Vehicle occupancy sensor
  - i. Must be highly accurate. Vendor to provide data/case study documenting accuracy.
  - ii. Must be available in multiple form factors to accommodate varying areas of installation including pole mounted and subterranean.
  - iii. Must determine a change event and communicate with meter/server to change meter status within three seconds, and clear meter value, if desired.
  - iv. Software must provide reports and ability to generate data on turnover and long-term occupancy trends.
  - v. Provide mobile software to provide “push” or SMS notifications to enforcement staff when a vehicle that had purchased time at the meter is parked overtime.
  - vi. Integration with online payment app providers to provide occupancy sensor information when app-based parking sessions are purchased.
  - vii. Desired feature: due to ADA placard holders, special permit holders, and authorized service vehicles, it is desirable that, via a handheld app, parking enforcement staff could manually set the occupancy sensor as “valid” in the field, in order to prevent unnecessary rechecks.
- f. Parking meter display screen
  - i. Date and time must be displayed whenever the meter is on and counting down time
  - ii. If there is a process to “wake up” the meter, it must be highly intuitive
  - iii. Screen shall also be able to electronically display rates, days and hours of operation, and instructions to the user
  - iv. The screen shall be legible under all daytime and nighttime lighting conditions
  - v. The screen shall be vandalism resistant
  - vi. The screen shall be able to display differential messages for, at a minimum, the following conditions:
    - 1. The meter is “on” but parking is free due to it being outside operating hours
    - 2. The meter is “on” but displaying “no parking” due to street sweeping or similar condition
    - 3. The meter is “on” and parking is enforced and the meter is ready to receive payment

4. Customer inserts card incorrect
  5. Customer inserts card and it is declined
  6. Customer inserts card and uses +/- buttons to add time
  7. Customer inserts prepaid smart card but removes card before transaction is completed
  8. Card slot is inoperable
  9. Coin slot is inoperable
  10. Both card slot and coin slot are inoperable
  11. No parking due to malfunction
  12. Customer presses "cancel" button
  13. Payment is in process
  14. Customer adds money up to the maximum time for the meter
  15. Event conditions, fixed rate applies
  16. Event conditions, differential rate per hour applies
- vii. Meters shall have an LED or other indicator for enforcement staff to easily see parking status while enforcing on street.

## 8. Installation

- a. Please provide a timeline for system installation, manufacturing, programming, pre-installation testing, installation and punch list resolution. The City will provide all required civil work. Schedule should address the following items at a minimum:
  - i. Progress meetings
  - ii. Manufacturing lead time
  - iii. System programming/configuration
  - iv. Equipment delivery
  - v. Pre-installation testing
  - vi. Installation
  - vii. Training and delivery of system maintenance and operations manual
  - viii. Punch list
- b. Hardware shall be configured, tested, connected to the LTE network, and fully operational at the time the City takes possession.
- c. As installation progresses, bidder shall create an electronic inventory of installed hardware, including but not limited to delivery date, install date, and post-install location code.

## 9. Training and Support

- a. **REQUIRED ELEMENT** – System training and knowledge transfer. Please describe in detail your proposed training program, including but not limited to the following:
  - i. Post-installation hardware training.
  - ii. Post-installation management software training.
  - iii. Ongoing system training.
- b. Train city staff as primary support techs for hardware. Training shall take place in Fresno, CA.
- c. Provide training in the software necessary to deploy, maintain, operate, and enforce parking spaces using this hardware.
- d. Conduct follow-up training for other staff throughout the contract period at no additional cost.
- e. Supply and keep current hard and electronic copies of all operating, training, and repair manuals. Vendor shall allow City to reproduce training materials as needed for the City's own use.
- f. Software and hardware support. Please describe, in detail, your available software

and hardware support services, including but not limited to the following. It is expected that the system provider will continue to support the system for at least 7 years following installation.

- i. Software support, including hours and days of available technical support.
- ii. Contractor shall return calls to the City within 2 hours during normal west coast business hours, 8am-5pm, Monday through Friday. Any subcontractor of the bidder's shall be subject to these same support level requirements.
- iii. Custom development capability (reporting, additional features, etc.).
- iv. Availability and details of any annual support and service agreements.
- v. Detailed explanation of bidder's customer support model and number of dedicated staff assigned to managing the relationship with the City.
- vi. Software upgrades, including what types of upgrades are a part of any maintenance agreement or licensing fees and what types of upgrades are separately charged.
- vii. Hardware support, including hours, days and availability of local support.
- viii. Preventative maintenance schedule and detail.
- ix. Local spare parts inventory. Please provide a recommendation for a local spare parts inventory to maintain as well as lead times for any parts to be shipped and the location of the bidder's supplying facility.

#### 10. Other System Features

- a. The City has interest in the following features and functionality. Please indicate whether or not the system currently has such functionality, or if not, whether the System Provider is willing to consider partnering with the City on development of any of the items listed. If known, please include pricing for these optional features on the pricing schedule.
  - i. Special event parking software or compatibility with existing reservation platforms.
  - ii. Please describe any additional capabilities of the proposed system the City should consider.

#### 11. Demonstration

- a. Up to two finalists may be selected to present a field demonstration of their product. This will occur for no longer than 90 days and may be terminated by the City at any time. The demonstration shall require no more than 28 meters. The demonstration shall occur at no hardware cost to the City. During the demonstration, cash and credit card payment options must be made available. Demonstration of a vehicle occupancy sensors and its capabilities is optional at the vendor's discretion.

#### 12. Cost Proposal

- a. In addition to the basic items provided on the Cost Proposal sheet, bidder shall provide a detailed cost proposal that is clear and easy to understand. Proposals should include pricing as follows:
  - i. Any annual escalations should be included in the pricing proposal.
  - ii. Pricing remains valid across the life of the contract and is based on total quantity purchased.
  - iii. Management software initial cost (if applicable)
  - iv. Annual software and hardware fees (if applicable)
  - v. Maintenance agreement options and pricing (if applicable)
  - vi. Hourly rate for hardware support
  - vii. Hourly rate for software support
  - viii. Software upgrades

- ix. Warranty provided
  - x. Extended warranty options and pricing (if applicable)
  - xi. Pricing for other system features (note that these items are evaluated separately and will not penalize any bidder on evaluation for pricing)
  - xii. Spare parts pricing
- b. Provide any national purchasing contracts/consortia, or other competitive bids allowing “piggyback” for pricing.