COMPREHENSIVE INTEGRATED
ON-STREET PARKING
CITATION MANAGEMENT
INFORMATION SYSTEM
FOR THE
NEW LONDON PARKING AUTHORITY
NLPA RFR # 2018-09

REQUEST FOR RESPONSES

FOR THE OPERATION AND MAINTENANCE OF A
COMPREHENSIVE INTEGRATED ON-STREET PARKING
CITATION MANAGEMENT INFORMATION SYSTEM

RFR Due Date: October 19th, 2018 at 12:00 P.M. EST

Send all sealed Responses are to be sent to:

Carey E. Redd, II, CAPP
Director of Parking/CEO
City of New London
160 Water Street
New London, CT 06320

During the period beginning with receipt of this RFR and until an Agreement or Contract (“Contract”) is awarded, Respondents shall not contact any employee of the City of New London, the New London Parking Authority or any consultants or attorneys involved in this process for additional information, except as noted in this RFR No. 2018-09. Any unauthorized conversations or communications concerning this RFR No. 2018-09 with any City or NLPA employee or any consultants or attorneys involved in this process prior to contract award are prohibited and may be grounds for disqualification.

RFR No. 2018-09 Release Date: September 20th, 2018
RFR No. 2018-09 Due Date: 2:00PM, October 19th, 2018
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DOCUMENT INFORMATION

DOCUMENT OWNERSHIP AND HISTORY

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

INTERPRETATION OF THIS REQUEST FOR RESPOND

A term defined in the singular may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which also govern all other language in this RFR No. 2018-09 Comprehensive Integrated On-Street Parking Citation Management Information System (“RFR No. 2018-09”). The words “include” and “including” shall be construed to be followed by the words: “without limitation.” Each of these terms shall be interpreted as if followed by the words “(or any part of it)” except where the context clearly requires otherwise. Every reference to any document, including this RFR No. 2018-09, refers to such document as modified from time to time to the extent authorized or allowed by the City and or the NLPA, and includes all addenda, drawings, exhibits, riders, and schedules to such document. The word “or” includes the word “and”. Every reference with regard to all applicable City of New London, State of Connecticut, and United States of America laws, ordinances, regulations, rules, statutes and the Charter of the City of New London includes any amendments and modifications, from time to time for which the Respondents (“Contractor” or “Firm” or “Vendor”) is responsible for understanding, tracking and assessing. All schedules, exhibits and addenda attached to this RFR No. 2018-09 are hereby incorporated into and made part of this RFR No. 2018-09 in their entirety for the Respondent’s Response (“Response” or “Responses”).

Prospective Respondents are advised to familiarize themselves with Section 9, Glossary of Defined Terms, in order to enable a complete and accurate review of this RFR No. 2018-09.

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Section 1. Introduction

The City of New London ("City") currently manages and operates its on-street parking system using three (3) entities that includes the City’s Police Department ("NLPD"), Department of Public Works ("DPW"), and NLPA. The responsibility to manage and operate the on-street parking program has now been delegated to the Authority. The Authority’s objective is to contract a Parking Operation Management Firm ("Contractor" or "Firm" or “Respondent”) for the City’s on-street parking program under an agreement for a term of three (3) years with two (2) 1-year extension options. This includes all aspects of management and operation of the on-street parking program with the exception of the magistrate that would be the final recourse to adjudicate parking violations.

Exhibits B.1.08, B.1.09, B.1.10, B.1.11, and B.1.12 herein the RFR has historic enforcement and collection instrumental to a Firm’s response. It is important to note that as of:

- **September 2016**, the NLPA cleared an eight (8) month backlog of tickets that were not entered in the current system nor were collection efforts made to close out the transactions.
- A result of recent collection focus, the 2017 ticket revenues rose to **$71,595** from **$46,600** in 2016 and 2018 ticket revenue is projected to exceed that of 2017.

The following link from the NLPA’s website provides additional details about the On-street parking Program: http://www.parknewlondon.com.

1.1 Purpose

The purpose of this RFR No. 2018-09 Comprehensive Integrated On-Street Parking Citation Management Information System ("RFR No. 2018-09") is to solicit qualified Respondents that will apply their experience in performing on-street management and operation services from other U.S. urban jurisdictions including without limitation the installation of systems, related products (workstations, held-held devices, software, materials, etc.) to ensure compliance with the City’s parking regulations, increase turnover parking and provide an aggressive but achievable implementation timetable for the City and or NLPA.

The City and or the NLPA seeks Based upon the Respondent’s experience in the on-street parking management and operation service field, its assessment of the City and or NLPA’s needs, and the structure and content of its Response, the implementation on-street project timetable may proceed in phases/be shorted/be extended as long as those phases/changes produce visible and measurable improvements to the delivery of parking services to citizens, patrons, residents, stakeholders and tourists. The on-street parking management and operations services ("ON-ST Services") shall be schedule proposed by the Respondents. The City and or the NLPA shall determine as to how the Respondent’s schedule meets overall on-street project goals and objectives, will be important factors in the evaluation process.

It is the intent of the City and NLPA to contract a qualified Respondent that has the necessary background qualifications, and experience to oversee, manage, and operate the City’s on-street parking program in a first class manner. This RFR No. 2018-09 contains the required information needed by prospective Respondents for their respective Response submission. The RFR process shall be conducted according to the Purchasing Rules and Regulations of the City and or NLPA.

1.1.1 The primary goal is to bring about compliance with on-street parking regulations. The responsibilities of this RFR management and operations effort include without limitation the following:
i Providing training for fully equipped enforcement staff ("Parking Ambassador" or "PA") with electronic handheld ticket writing equipment and any and all communication or other devices deemed necessary to perform parking violation enforcement responsibilities;

ii Issuance of parking violations in the central business district (aka "City Center District") and other areas throughout the City;

iii Complying with City's CT Minimum Wage Statement (see "Exhibit E") requirements for all personnel associated with the management and operation of the City's on-street parking program including non-profit subcontractors;

iv Collecting coins from parking meters in a timely and organized manner;

v Maintaining parking meters in peak mechanical condition

vi Auditing parking meters using available software and "salting" meters on an occasional basis;

vii Identifying governing signage posted on-street and or located on parking meters that needs to be installed and or replaced due to a change in land use or the signage is illegible;

viii Straightening and painting all parking meter polls within four (4) months of entering into a contract with the NLPA;

ix Providing RFR-ready specifications to the NLPA for Pay-And-Display parking meters that accept credit cards within six (6) months of commencement of Services associated with this RFR;

x Overseeing the NLPA RFR by acting as Owners Agent associated with the aforementioned procurement of Pay-And-Display parking meters that accept credit cards;

xi Overseeing and completing the installation of Pay-And-Display central parking meters that accept credit cards;

xii Recommending changes to enforcement zones within twelve (12) months of commencement of Services associated with this RFR;

xiii Sending dunning notices for parking violations and vigorously pursuing collection of outstanding parking violations income due the City;

xiv Providing all necessary data processing, computer systems, software, and personnel associated with the collection effort;

xv Providing monthly and ad hoc reports to the Authority;

xvi Communicating with the State of Connecticut ("Connecticut" or "State") Division of Motor Vehicles ("DMV") to provide notice of failure to receive payment for outstanding parking violations;

xvii Providing an appeals process for parking violations;

xviii Responding to citizen inquiries and or complaints;

xix Providing a terminal for the Magistrate's office or hearing room to enter dispositions; and
Provide easily accessible and bi-lingual opportunities for citizens to pay tickets, via the web, remote kiosks/drop boxes and a staffed office.

A more complete description of the on-street parking management and operation services sought is fully set forth in Section 4 of this RFR No. 2018-09.

1.1.2 At the time of submission, the Respondent shall designate that their RFR is responsive to Section 3 of this RFR No. 2018-09. The City and or the NLPA reserves the right to disqualify any Respondent or RFR that does not clearly designate the subject matter of this RFR No. 2018-09.

1.0.3 The following link from the NLPA’s website provides additional details about the On-Street Parking Program: http://www.parknewlondon.com.

1.2 Qualified Respondent

To be considered “qualified,” each Respondent shall submit a Statement of the Respondent’s Qualifications (see “Schedule D3”), the Firm’s experience record in performing the type of municipal management and operation services requirements as set forth in Section 4 of this RFR No. 2018-09 to be embraced in an executable Agreement (“Contract”) resulting from the Respondent’s Response to this RFR No. 2018-09, and the Firm’s organization structure, project schedule, off-the-shelf systems and related products (workstations, held-held devices, license plate recognition hardware, software, materials, etc.) to ensure compliance with the City’s parking regulations, increase turnover parking, complete implementation of services contemplated; and, when specifically requested by the Authority, each Respondent shall also submit its detailed financial statement.

1.2.1 The City and or the NLPA shall have the right to take such steps as it deems necessary to determine the ability of the Respondent to perform the obligations and requirements specified in this RFR No. 2018-09 and under an executable Agreement and upon request of the City and or the NLPA the Respondent shall provide all such information and data for this purpose.

1.2.2 The City and or the NLPA shall have the right reserved to reject any Response where an investigation of the available evidence or information does not satisfy the City and or the NLPA that the Respondent is qualified to properly carry out the terms of an executable Agreement.

1.2.3 To be considered “Qualified”, a Respondent must have:

1.2.3.1 Experience with on-street manage and operations, parking meters maintenance, and related service support for a minimum of ten (10) years;

1.2.3.2 Experience working at the direction and under the authority of public parking authorities or departments for a minimum of ten (10) years;

1.2.3.3 Qualified personnel experienced in the on-street parking management and operations services, project management and scheduling, work force planning, and service support required to perform the planned scope of services and Selected Contractor tasks as more fully set forth in Section 4 of this RFR No. 2018-09;

1.2.3.4 Experience in performing on-street parking management and operations services including without limitation staffing, installation of systems and related products (workstations, held-held devices, software, materials, etc.), as fully set forth in Section 4 of this RFR No. 2018-09;
1.2.3.5 Provide ten (10) References for locations of similar size and scope, within two hundred-fifty (250) miles of the City of New London. References should include a contact person, phone number and e-mail address. Failure to provide suitable References may be cause for rejection of the Respondent or RFR.

1.2.3.6 Experience in providing the highest degree and standard of workmanship, as more fully set forth in Section 4 of this RFR No. 2018-09;

1.2.3.7 Qualified as a Responsible Respondent under the provisions of the Code of Ordinances of the City of New London applicable to the Responsible Respondent, as may be amended from time to time; and,

1.2.3.8 The Response must meet all requirements of this RFR No. 2018-09. The Respondent’s Cost shall be on written on the Confidential Respondent Cost Worksheet (see “Schedule B”).

1.2.3.9 Answer with examples and specifics questions regarding the Respondent’s company’s past on-street parking management and operations services performance in U. S. urban jurisdictions as fully set forth in this RFR No. 2018-09.

1.2.3.10 Attach a financial statement or other supportive documentation included in the RFR submitted.

Failure to reply to this instruction may be regarded as justification for rejecting a Response.

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Section 2. Overview Goals and Objectives

2.1 Authority

The City and or the NLPA is responsible for regulating, maintaining and controlling the parking system within the City of New London. In this respect the City and or the NLPA may “...contract and be contracted with...” (and) enter into all contract and agreement necessary or incidental to the performance and executions of its duties and the execution of its powers” under §10-14 of the New London Code of Ordinances, as may be amended from time to time. The Director of Parking (“Director” or “Chief Executive Officer” or “CEO”) is authorized to review, negotiate and execute a Contract with the successful Respondent, following approval of the NLPA Board of Commissioners and all appropriate parties of the City Administration and Council as needed.

2.2 NLPA Goals

2.2.1 Development and implementation of a highly flexible and functional on-street parking manage and operations project plan and implementation schedule in conjunction with the City and or NLPA’s goals, objectives, requirements and scope of service as more fully set forth in Section 4 of this RFR No. 2018-09 Comprehensive Integrated On-Street Parking Citation Management Information System.

2.3 Key Objectives

In support of NLPA’s stated goals, the implementation of the Contract emanating from this RFR will, among other things, result in the:

2.3.1 A high degree of customer service provided to parking patrons;

2.3.2 An efficient public on-street parking system that leverages:

- Latest technology
- Turnover
- Best practices initiatives
- Compliance
to its fullest;

2.3.3 Partnership between the City and or the NLPA that can be relied on for creative marketing and problem solving;

2.3.4 Program Integrity; and

2.3.5 An efficient public parking system that contains costs and maximizes revenue potential.

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Section 3. RFR No. 2018-09 Schedule and Process

3.1 Schedule

The timing and sequence of procurement events associated with this RFR No. 2018-09 will be determined solely by the City and NLPA. The City and NLPA will be using Competitive Negotiation for this procurement, and as such, has developed a schedule, based on the Easter Standard Time Zone ("EDT") regarding the preparation of Responses and other events.

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

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<tr>
<td>Oct 15th, 2018</td>
<td>Submission of Respondent's Written Questions until 10:00A.M., EDT</td>
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<tr>
<td>Oct 17th, 2018</td>
<td>NLPA's Response to Respondent's Written Questions until 10:00A.M., EDT</td>
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<td>Oct 19th, 2018</td>
<td>Responses Due 12PM, EDT</td>
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<tr>
<td>Oct 19th, 2018</td>
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<tr>
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<td>Demonstrations and or Interviews - Optional</td>
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<tr>
<td>To Be Determined</td>
<td>Commencement of Optional Meetings with Respondents - Optional</td>
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<tr>
<td>To Be Determined</td>
<td>Recommendation to NLPA Board</td>
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<tr>
<td>To Be Determined</td>
<td>Recommendation to all appropriate parties within the City's</td>
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<td>Administration and Council.</td>
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<td>To Be Determined</td>
<td>Commencement of Negotiations of the Contract selected Respondent</td>
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<td>on this date. Details of the process and location shall be shared with</td>
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<td>the selected Respondent shortly before that date.</td>
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<tr>
<td>To Be Determined</td>
<td>Execution of the Contract</td>
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<td>To Be Determined</td>
<td>Projected Start Date. NLPA desires to have the Contractor commence</td>
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<td>services at the earliest possible date</td>
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3.1.1 Submission of Respondents' Written Questions

During this period, Respondents are permitted to submit electronic written questions only. All questions shall be submitted via email to the NLPA’s Point of Contact in the manner set forth in Section 3.2 of this RFR No. 2018-09. The NLPA will not respond to verbal questions. If the City or the NLPA determines it is in its best interest to do so, it may increase both the Respondent’s question and NLPA’s response periods.
3.1.2 NLPA’s Response to Respondents’ Written Questions

The NLPA will provide responses to the electronic written questions submitted by Respondents, and when possible, will do so expeditiously. The NLPA will issue Addendums as its response to Respondent’s questions of this RFR No. 2018-09. The Addendums shall be post on the NLPA’s web-site www.parknewlondon.com to all qualified Respondents. The NLPA reserves the right to not answer certain questions if it determines that such questions are not pertinent to this RFR No. 2018-09.

3.1.3 Responses Due

Responses are due by 12:00 P.M., EDT, October 19th, 2018 at the address set forth in Section 3.1 of this RFR No. 2018-09, along with a signed Transmittal Letter, and all required forms and documents as set forth in this RFR No. 2018-09. All Responses will be time-stamped upon receipt and held in a secure location until 12:00 P.M., EDT, October 19th, 2018. Responses submitted after 12:00 P.M., EDT, October 19th, 2018 will not be accepted.

3.1.4 Commencement of RFR Evaluation Process

At the appropriate time, the Evaluation Committee will review each RFR for compliance with the instructions and conditions set forth in this RFR No. 2018-09 and the attachments hereto. The City and or NLPA, at its option, may seek Respondent retraction and clarification of any contradiction, discrepancy and or inconsistency found during its review of Responses. At a minimum, Respondents must:

3.1.4.1 Provide information that demonstrates financial soundness;
3.1.4.2 Provide a complete Response to the RFR in response to the on-street parking management and operation services requirements as fully forth in Section 4 of this RFR No. 2018-09, including all required forms and signatures;
3.1.4.3 Agree to RFR conditions and the RFR process as fully forth in this RFR No. 2018-09; and,
3.1.4.4 Comply with RFR format as fully forth Section 6 in this RFR No. 2018-09. Any Response that is not in compliance with the foregoing requirements may be eliminated from consideration and such Respondent will be notified promptly.

Additionally, during this period, the Evaluation Committee will conduct a full detailed evaluation of the Responses that have complied with the requirements. The evaluations will be based on the evaluation criteria set forth in Section 5 of this RFR.

3.1.5 Commence Meetings with Respondents

In its sole discretion, the City and or the NLPA may request presentations and receipt of any follow-up questions, as needed. In its sole discretion, the City and or the NLPA shall determine whether it is in the best interest of the City and or the NLPA to complete the evaluation process with the Responses and additional insights, knowledge and information it has received to date or schedule site visits to one (1) or more of Respondents’-sites which are representative of the on-street parking management and operation services requested under as fully forth in this RFR No. 2018-09, in order to assess the validity of claims, observe actual operations or for any other matter that will support the City and or the NLPA in its effort to determine the most responsible qualified Respondent.
3.1.6 Recommendation of Evaluation Committee

At the completion of the evaluation, the Evaluation Committee will make a final recommendation to the NLPA Board of Commissioners (“Commissioners”) and all appropriate parties of the City’s Administration and Council as needed. The NLPA’s staff will select, in the order of their respective qualification rankings, no fewer than three (3) acceptable Responses (or such smaller number if fewer than three (3) acceptable Responses have been received) deemed by the NLPA’s staff and Commissioners to be the most advantageous to the Authority for providing the required on-street parking management and operations services. The NLPA’s staff will then present a draft Contract as approved by all appropriate parties including without limitation the City Administration and City Council, prepared by the City’s Director of Law, to the Respondent whose RFR is deemed by the NLPA Board to be the most advantageous to the City and or NLPA, and will attempt to negotiate a Contract with such Respondent in accordance with the applicable law and regulations. Upon failure to negotiate a Contract with such Respondent, this RFR No. 2018-09 shall be re-issued.

3.1.7 Contract Negotiations and Execution

The City and or the NLPA intend to enter into a Contract with the selected Respondent (“SR”), whereby the SR shall provide all on-street parking management and operation services necessary to fulfill all of the requirements specified in this RFR No. 2018-09. The proposed Contract will be provided to the SR shortly after the time of notification or when appropriate thereafter. The City will only sign a Contract with a single entity that will be the Contractor, responsible for all of its including any Agents, Consultants, Contractor Parties’, Partners’, Subcontractors’ and other entities’ (“Respondent Parties”) work and fully responsible for the development and implementation of all on-street parking management and operation services and deliverables to the City and or NLPA.

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

The selected Respondent shall establish a local office within fifty (50) miles of the New London, if one does not currently exist by the time the contract is executed.

3.2 Points of Contact

3.2.1 Unless otherwise specified, Carey E, Redd, II, CAPP, Director of Parking/CEO shall receive any and all Responses:

New London Parking Authority
Administrative Office
160 Water Street
New London, CT 06320
Phone (860) 447-9490
Attn: Carey E, Redd, II, CAPP, Director of Parking/CEO
E-mail address: credd@ci.new-london.ct.us)

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3.3 **Respondent Questions, Interpretations, Addenda and NLPA Response**

3.3.1 The NLPA Point of Contact intends to answer questions in electronic form from any qualified Respondent that is considering submitting a Response to this RFR No. 2018-09.

3.3.2 No interpretation or clarification of any part of this RFR No. 2018-09 will be made to any Respondent.

3.3.3 *Questions shall be received by the NLPA until 10:00A.M., EDT, October 15th, 2018*

3.3.4 *All such questions must be addressed in writing and via email, to NLPA’s Point of Contact.*

3.3.5 The NLPA Point of Contact’s responses to Respondents’ questions to this RFR No. 2018-09 will be in the form of an Addendum that shall be post on the NLPA’s web-site [www.parknewlondon.com](http://www.parknewlondon.com).

3.3.6 *The NLPA will not respond to telephone inquiries or visits by Respondents or their representatives regarding any aspect of this RFR No. 2018.*

3.3.7 In order to ensure proper processing of Respondent questions, Respondents must include reference to RFR No. 2018-09 on the subject line of the email message and shall reference the RFR Section/Subsection (e.g. Section 3.4 Respondent Questions, etc.).

3.3.8 Questions must be electronically written in Times New Roman twelve-point font and or included as an attachment to the email.

3.3.9 *The NLPA Point of Contact will endeavor to issue responses to all of the Respondent questions on or about 10:00A.M., EDT, October 17th, 2018.*

3.3.10 Clarifications or interpretations and any supplemental instructions, if issued, will be issued in the form of written Addenda and post on the NLPA’s web-site: [www.parknewlondon.com](http://www.parknewlondon.com) for Respondents and or all SRs.

3.3.11 Each Respondent shall be responsible for determining that it has received all Addenda issued.

3.3.12 Any and all Addenda will be issued to all qualified Respondents and shall become part of this RFR No. 2018-09.

3.3.13 The City and or the NLPA will not be responsible for, and a Respondent may not rely upon or use as the basis of a claim against the City and or the NLPA or any consultant of the City and or NLPA, any information, explanation, or interpretation of this RFR No. 2018-09 rendered in any fashion except as herein provided.

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4 Scope of Services and Selected Contractor Tasks: Comprehensive Integrated On-Street Parking Citation Management Information System

4.1 Basic Services

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

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

4.1.1 Provide a detailed annual budget outlining all anticipated expenses and revenues no later than January 1st of each year. The budget must be prepared on a July 1st to June 30th fiscal year basis. The NLPA must approve the Contractor’s budget prior to implementation and the Contractor must adhere to the budget unless approved by the NLPA. The Contractor must obtain approval from the NLPA for all expenses not included in the Contractor’s budget before incurring such expenses.

4.1.2 Provide monthly revenue and expense statements to the NLPA’s Director/CEO and any other documentation detailing fees and/or costs due in connection with services performed.

4.1.3 Collect revenues from meter operations and parking citation fines, fees, and penalties. The Contractor shall deposit daily meter and off-street (municipal lots operating as on-street entities) revenues directly into an NLPA bank account as directed by the NLPA.

4.1.4 The Contractor shall provide an annual certified financial and management audit of its performance prepared by an independent certified public accountant firm approved by the NLPA, at the Contractor’s cost.

4.1.5 Perform services in accordance with Operating Standards, (See Schedule A), which will require the development of a Management and Operations Plan and Standard Operating Procedures.

4.1.6 Make recommendations for additional locations for on-street enforcement and meter service opportunities.

4.1.7 Provide for all vehicle(s) and related equipment, fueling (electric or gas), repair and maintenance costs.

4.1.8 Conduct operations from and maintain the Office of Parking Management, located at 160 Water Street within the Water Street Garage.

4.1.9 Bear the cost of land-line and mobile phone service.

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

4.1.11 Comply with the City of New London’s Minimum Wage Statement (see “Exhibit E”).
4.2 On-Street Parking Management and operations

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

The following is a summary of the major functions, features and services expected to be performed and provided by the Contractor and its Parking Citation Information Management System (“PCIMS”), as outlined in Section 4.2.7. of this RFR. No. 2018-09. The Contractor shall, at a minimum, be capable of providing the functions, features and services required, as well as provide comparable functions, services and features offered and used by comparable or larger municipalities.

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

4.2.1 Contract Area. The contract area for parking enforcement will include the entire city as defined by the City’s corporate boundaries within New London County. The City’s existing metered areas include the O’Neill-Tilley Municipal Lot and Hamilton Street. Specific enforcement areas of note shall include City Center District, Ft. Trumbull Parking Zone and Surface Lot, Neptune, Pequot, Riozzi and Shaw Residential Parking Permit areas. The aforementioned include approximately #,### spaces. Although the day-to-day enforcement requirements may change dynamically, the Contractor shall maintain flexibility in making patrol assignments. The Contractor shall coordinate beat assignments with the NLPA regularly.

4.2.1.1 Expansion of Meters Spaces. If, during the term of the contract, the NLPA expands its metered service operations in existing areas, the parties may agree to include additional metered spaces using the terms and conditions of this Contract. Any expansion of existing metered service operations by less than five hundred fifty (550) metered spaces in existing areas requested by the NLPA shall be undertaken by the Contractor with no change to the initial management fee. Any such expansion in excess of five hundred fifty (550) metered spaces shall be undertaken at an additional reasonable management fee to be negotiated between the NLPA and the Contractor at such time. Should the parties fail to reach an agreement to provide such expanded services within a reasonable time, the NLPA shall have the right to put the management of any expansion out to bid using its internal procurement guidelines.

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

4.2.2 Municipal lots are either metered and or permitted for public use and included in the City’s inventory of metered spaces and managed and enforced in the same manner as all other on-street metered spaces.
In addition to collections and enforcement of these spaces, the Contractor shall be responsible for providing the following general cleaning and maintenance of the Municipal Lots and or property managed by or under contract to the NLPA, including, but not limited to:

4.2.2.1 Power washing vehicular entrances and exits as directed;
4.2.2.2 Cleaning and maintaining fencing, walls and guardrails;
4.2.2.3 Sweeping and mopping of stairs, landings and pedestrian walkways;
4.2.2.4 Cleaning doors, door frames, signs and light fixtures;
4.2.2.5 Collecting trash on a daily basis;
4.2.2.6 Performing daily walkthroughs to confirm that cleaning and maintenance is being performed and to identify potential pedestrian hazards.

4.2.3 On-Street Parking Enforcement. The Contractor shall ensure that its parking staff provide exceptional and courteous customer service to pedestrians and motorists and are trained to provide useful parking related information to citizens, visitors and business owners, such as the location of parking facilities, special event parking and transportation options.

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

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

4.2.3.1 Assisting and consulting with the NLPA as necessary in any design, function or marketing of the NLPA’s on-street parking programs.
4.2.3.2 Assisting the NLPA in implementing changes to its on-street parking program, including working with downtown businesses, neighborhood groups and other organizations as needed.
4.2.3.3 Providing all necessary equipment, including support vehicles, computers, and enforcement equipment.
4.2.3.4 Providing sufficient personnel to issue parking violation citations at the maximum level of enforcement.
4.2.3.5 Providing sufficient staff to enforce peak period zones, towing zones, prohibited zones, loading zones, handicap zones, hourly zones and other parking regulations in accordance with the New London Code of Ordinances, as may be amended from time to time. All on-street and off-street parking regulations and fees are available in the New London Code of Ordinances Chapter 20 “TRAFFIC” which can be accessed at: www.ci.new-london.ct.us.
4.2.3.6 Providing specialized customer service training for all enforcement personnel
4.2.3.7 Providing weekly, monthly, quarterly and annual reports as required by the NLPA.
4.2.3.8 Notifying the NLPA of any dangerous conditions to pedestrians, automobiles, and property owners immediately.
4.2.3.9 Providing recommendations to enhance the overall on-street parking program.
4.2.3.10 Providing a staffing plan for meter enforcement and all other on-street parking regulations and issuing parking citations.

4.2.4 **Hand Held Devices.** Parking citations shall be issued through handheld devices ("Handhelds") provided by the Contractor. A minimum of three (3) Handhelds shall be required for the Parking Ambassadors, who enforce parking regulations in the City in accordance with Chapter 20 of the City’s Code of Ordinances (see “Schedule K”).

The Contractor shall provide the City with a description and shall document, in detail, the performance capabilities and specifications of the Handhelds which shall be utilized in the Contract as well as the related functions and accessories available and how it interfaces with the PCIMS. At a minimum the Handhelds shall:

4.2.4.1 Be capable of (a) performing all industry standard functions necessary to maximize efficient citation issuance and data accuracy; (b) programming certain data fields and have specific character requirements to prevent bypassing required data collection fields; (c) issuing citations with barcodes or URL ("Uniform Resource Locator") symbol; (d) taking up to five (5) pictures per citation and storing the pictures with the associated parking citation including “Warning” citations; and, (e) take up to three (3) pictures of the tire stem picture before and after citation issuance as a component of electronic tire marking.

4.2.4.2 Have features such as automatic pre-fill of street names, meter location, vehicle makes and models, and other commonly used data fields to minimize repetitive input.

4.2.4.3 Be able to prompt for required fields that have not been entered and prevent the issuance of an incomplete ticket without acknowledgment by the issuing individual.

4.2.4.4 Be proven to endure harsh climates similar to the weather experienced in the Northeast and the physical hazards and environments to be encountered on the street (dropping, water, dirt, etc.).

4.2.4.5 Be able to perform full shifts without exchanging power supplies.

4.2.4.6 Have the ability to hold all city street names, meter numbers, and “Hot Lists” such as scofflaws and stolen plates.

4.2.4.7 RF communication with parking meters and PCIMS.

4.2.5 **Parking Meter Collections.**

4.2.5.1 The Contractor shall provide collection services for approximately ten (10) multi-space and approximately twenty (20) single space parking meters in various locations in the city on routes and schedules approved by the NLPA.

4.2.5.2 The Contractor shall maintain an adequate inventory of collection canisters and a coin counter. Canisters will be used to collect coins that are located within sealed cans inside the parking meters. Only in an emergency situation and with the prior approval of the NLPA, may the Contractor keep or store the canisters overnight. Upon expiration or termination of the Contract, the ownership of schedules, maps, keys, canisters and carts shall remain with the NLPA. However, the Contractor shall replace and maintain all collection equipment in operational condition. The NLPA reserves the right to modify the arrangement at any time. The Contractor shall collect, count and deposit the revenue of each meter and pay-station no less than once every two weeks and more often as required by volume and location. The Contractor shall deposit all collections into the NLPA’s bank account on a daily basis as specified by the NLPA.
4.2.5.3 The Contractor shall bear the expense of the vehicle(s) that will be placed in service, which shall include GPS tracking for safety purposes. At any time, without notice, during the term of the Contract, the NLPA reserves the right to inspect and approve the vehicle(s).

4.2.5.4 The Contractor shall employ all of the safety procedures and devices necessary to transport coins safely from parking meters to a bank accounts designated by the NLPA. The NLPA will consider proposals to utilize more collectors over fewer days per week.

4.2.5.5 The NLPA shall approve all equipment provided by the Contractor, including secured and alarmed vaults within the Office of Parking Management to store meter revenue and citation payments.

4.2.5.6 The Contractor shall bear responsibility for all coin box keys and coin boxes in the performance of its duties. Should keys or locks fail while a coin door is open, the Contractor shall report the failure, time and date and location on forms provided by the NLPA and shall continue collections.

4.2.5.7 The Contractor shall record and report the number and location of any and all meters which are inoperative (i.e., jammed, bagged, etc.) or damaged, and then repaired. The Contractor shall submit all reports to the NLPA when the Contractor has completed daily collections. While in the process of meter collection, the Contractor shall ensure that coins which fall from the meter housing are immediately deposited into the collection canister. Under no circumstances will a collector place these retrieved coins on his or her person.

4.2.5.8 The Contractor shall make meter collections in accordance with the Contractor’s procedures and recommendations approved by the NLPA. The route schedule and collection frequency will change periodically as required by normal meter installations, removals, parking demands, rate changes, construction or protection features as required by the NLPA. The Annual Management Fee shall not be subject to modification in the event of changes under this section. The NLPA also reserves the right to change the collection schedule at any time and may adjust the frequency and timing of the routes as the meter population increases. Collections shall not be performed on NLPA holidays or bank holidays. Routes that normally would be collected on those days will be reassigned to other days of the week.

4.2.5.9 The Contractor shall ensure that all coin box keys, when not stored temporarily (in a secure fashion) inside the Contractor’s collection office or counting room, shall be securely fastened to the collector’s person by suitable fastening devices to prevent accidental loss. All collection containers shall remain secure during daily collections. The NLPA reserves the right to inspect the collection office, counting room and vehicle to ensure that the coin boxes are secure and safeguarded.

4.2.5.10 The Contractor shall permit the NLPA to monitor closely the collection operation and to make other security investigations. The Contractor shall assist and cooperate in any investigations undertaken by the NLPA, the City’s Police Department or any authorized law enforcement agency. The Contractor shall monitor the Contractor’s own collections and report to the NLPA on these investigations as necessary.
4.2.5.11 The NLPA reserves the right to collect, with its own personnel, from any meter or number of meters, at any particular time, without compensation to the Contractor. However, the NLPA will give notice of such to the Contractor in a timely manner. Collections by NLPA personnel because of nonperformance or unexcused delay by the Contractor in performance of its contracted services may cause the NLPA to consider the Contractor to be in a material default of the Contract.

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

4.2.6.1 Citation issuance, collections, late notices issuance, registration holds and coordination with the City’s Police Department for towing by the City’s towing contractors.

4.2.6.2 Maintenance all systems and related products (workstations, held-held devices, license plate recognition hardware, software, materials, etc.) to ensure compliance with the City’s parking regulations and increase turnover parking for continued public availability communication links and training necessary.

4.2.6.3 Operation and maintenance of a complete Parking Citation Information Management System (“PCIMS”).

4.2.6.4 All paper goods and postage related to parking citation management services (i.e., ticket books, paper stock, letterhead, envelopes, etc.)

4.2.6.5 Data acquisition (courier) and data entry.

4.2.6.6 Data processing for collection of parking citations issued and related correspondence, including issuing of notices required by law.

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

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

4.2.6.9 Registration holds with the State of Connecticut, Department of Motor Vehicles.

4.2.6.10 Implementation of the latest technology including electronic handheld computer-based parking citation writers, printers with the necessary software, wireless data processing support for a scofflaw program capability and other advanced technologies that support diverse parking management functions.

4.2.6.11 Web page development and internet payment capabilities.

4.2.6.12 Digital imaging and ad hoc reporting capabilities, as necessary.

4.2.6.13 Interactive Voice Response (“IVR”) System for telephone payment.

4.2.6.14 Administrative support for Hearing Officers as it pertains to the adjudication of contested parking citations.
4.2.7 Parking Citation Information Management System. The primary responsibility of the Contractor shall be to replace the NLPA’s current system functions and related data and to provide and operate an up-to-date, fully operational and integrated PCIMS covering all requested aspects of this RFR including but not limited to: all necessary personnel, systems and related products (workstations, held-held devices, license plate recognition hardware, software, materials, etc.) to ensure compliance with the City’s parking regulations and increase turnover parking for continued public availability, database and inventory management, communications, reporting, forms, noticing, imaging, GIS, handhelds, bar-coding and support services.

The following is a summary of the major functions, features and services expected to be performed and provided by the Contractor and the PCIMS. The Contractor shall, at a minimum, be capable of providing the parking industry standard of these functions, features and services, as well as provide comparable functions, services and features offered and used by comparable or larger municipalities that have current contracts with the Contractor.

4.2.7.1 PCIMS Objectives. The PCIMS shall be capable of:

4.2.7.1.1 Accommodating the issuance of up to ten thousand (10,000) citations or more annually.

4.2.7.1.2 Facilitating a more complete collection of citation payments.

4.2.7.1.3 Supporting and monitoring productivity in the areas of: citation issuance, processing and collections and meter collections.

4.2.7.1.4 Providing immediate on-line, real time access to information and transactions associated with citation issuance, processing and collections to the NLPA and City offices.

4.2.7.1.5 The PCIMS must be web-enabled and user-friendly.

4.2.7.1.6 Providing comprehensive accounting principals and audit procedures necessary for revenue control.

4.2.7.1.7 Providing reporting on operational performance, statistical and financial information for analysis and management review.

4.2.7.1.8 Providing professional, clear, prompt and efficient customer service.

4.2.7.1.9 Monitoring and maintaining detailed history of the life cycle of all issued citations.

4.2.7.2 Reporting. The PCIMS should have flexible, comprehensive and integrated reporting capabilities to allow for the monitoring, review and analysis of all related activities, transactions and performance. The Contractor shall document what their system is capable of providing and its reporting significance. Reporting capabilities such as, but not limited to, parking violation officer performance, the number of citations issued by geographic locations, summonses issued by violation type by officer, parking meter income by zone, and the ability to track a particular citation from issuance to final disposition must also be available. All reports shall be available in time and date parameters.
4.2.7.3 **Special License Plates.** The PCIMS is to include the ability to process citations issued to lease, rental, and fleet vehicles. The Contractor shall detail how the PCIMS manages the various aspects of these types of vehicles to ensure collection of fines.

4.2.7.4 **Processing.** All data collected by the Handhelds is to be downloaded into the PCIMS at the end of each day’s shifts at a minimum and available on-line within twenty-four (24) hours of receipt, to ensure up to date and accurate information. Manually issued tickets must be collected and inputted daily and available online within twenty-four (24) hours of receipt. All data must be available in report form to allow for accurate performance review, trend analysis, citation closure rates, GIS analysis, etc. Data being processed should allow for the ability to highlight and/or identify discrepancies such as breaks in citation issuance sequence, irregular and exception transactions, etc.

4.2.7.5 **Citation Payment and Fine Escalation - The Contractor shall** describe in detail all payment methods that it utilizes. The PCIMS should be capable of recording and applying all whole and partial payment transactions, payments for tickets that have not been updated to the PCIMS, payment adjustments, automatic activation and deactivation of fine and penalty escalation, and non-sufficient funds transactions to the proper citation(s) and accounts. Payments will be updated in real time as entered through the cashier or other payment options (Internet, Pay by Phone). The payment and transaction history of all citations is to be maintained and provided to the NLPA monthly. Describe the functions the proposed PCIMS is capable of as well as the security and audit features available to ensure the highest level of integrity for cashiering and payment operations.

4.2.7.6 **Appeals Hearings.** The Contractor’s PCIMS shall coordinate the scheduling and decision notification of appeals and hearings. Hearings Officers, retained by and working at the direction of the City’s Director of Law’s Office, will have access at the hearings to the individual’s citation history via a networked computer at the Contractor’s local customer service office. The hearings officer will render a final decision and enter the proper transactions into the PCIMS pursuant to state statute and city ordinance. Any fines or adjustments that are taken off hold will be due within a specified time period or the fine will begin to escalate and the applicable noticing process will apply. All procedures will be carried out in accordance with the New London Code of Ordinances and other applicable State and Federal Statutes, all of which may be amended from time to time.

4.2.7.7 **Noticing and Collecting.** The PCIMS shall have an integrated noticing process that automatically sends a minimum of four (4) notices to individuals (motorist or operator) with unpaid citations (to be based on a schedule to be developed with the NLPA). The PCIMS must be capable of automatically generating other types of notices and correspondence as it relates to the appeals process, receipt of full or partial payment and outstanding balances. The NLPA and or City representatives shall provide specifications to the Contractor as to form, content, sequence and timing of notices.

A record of all notices and correspondence sent, date sent, date received (if applicable) will be maintained under the appropriate citation account as well as the master database. These records are to be available for reporting purposes also.
The Contractor shall store all received correspondence and post stamped envelopes for use in possible future disputes. The PCIMS will be able to image correspondence so it is immediately available for reference in the citation account.

The Contractor shall collect outstanding parking ticket fines, fees, and penalties, which cannot be satisfied through programs such as Registration Non-Renewal, Impoundment, or Booting (if implemented).

The Contractor shall be responsible for maintaining collection payments for fine, fees, and penalties, and updating the database on a monthly basis. The Contractor shall submit a plan for special collections of backlogged debt and for ongoing efforts to capture difficult to collect accounts.

4.2.7.8 DMV Interface. The Contractor shall be responsible for ensuring that the PCIMS interacts each State’s Department of Motor Vehicles or equivalent agency and comparable departments in Canada and shall disclose the method of achieving such interaction.

The PCIMS shall maintain an up to date motor vehicle registration or owner file and be capable of placing registration holds with Connecticut Department of Motor Vehicles. In addition, the Contractor's PCIMS shall regularly update vehicle registrant information of the top five states for which tickets have been issued. It shall have the ability to conduct a variety of different searches with full and partial information and the ability to skip trace or use other resources to identify current owner information.

The PCIMS should be able to differentiate between multiple plates such as commercial and passenger vehicles and distinguish between current and previously registered owners of a license plate.

4.2.7.9 Performance. The PCIMS shall be capable of handling all anticipated volumes of data and transactions based on the described needs in this RFR. The PCIMS shall be available, on-line, to authorize NLPA personnel at all times. Response time for all Systems should not exceed three (3) seconds. The PCIMS will maintain an aggregate on-line uptime average of not less than ninety-nine (99%) percent of available utilization time based on the hours of 6:00 A.M. to 11:59:59 P.M. The Contractor shall notify the NLPA of any anticipated downtime at least one week prior. The Contractor shall provide the NLPA with monthly reports as to the PCIMS response and downtimes.

Any errors or malfunctions, emergency in nature or not, must be brought immediately to the NLPA's attention and corrected to the NLPA's satisfaction. The Contractor shall be responsible for any revenue lost as a result of malfunctions or errors that are not corrected within forty-eight (48) hours.

The Contractor shall be responsible for maintaining an adequate inventory of spare parts to minimize downtime and disruption to the System.

4.2.7.10 Security. The PCIMS security features will require different access levels, allowing restricted access by the NLPA. The PCIMS must time out users’ access after a specified time to prevent unauthorized access. The Contractor shall provide NLPA with the details and other pertinent information regarding the security features.

The PCIMS will provide comprehensive audit capabilities, including but not limited to recording all transactions made by personnel. Proper data control security
measures shall be in place to prevent employees from damaging, altering or compromising data.

4.2.7.11 **Acceptance.** Final acceptance of the PCIMS by the NLPA will occur once it has consistently met the performance requirements specified for a period of thirty (30) consecutive days from the test start date. If the System fails to meet the performance standard after ninety (90) calendar days from the test start date, the NLPA may, at its option, request a replacement for the PCIMS or terminate the Contract.

**4.2.8 PCIMS Project Management.** The NLPA recognizes that the implementation of the complete PCIMS is a major undertaking that requires significant planning as well as comprehensive project management. This project management shall be the responsibility of the Contractor. Because of the size and complexity of the project, the NLPA requires the Contractor to provide a dedicated Project Manager with sole responsibility for this contract. The NLPA’s Director will act as the Contract Administrator to oversee implementation of the PCIMS.

4.2.8.1 **PCIMS ACCESS.** Required locations for access to the PCIMS include:

   4.2.8.1.1 NLPA’s Administrative Office
   4.2.8.1.2 Proposer’s local office
   4.2.8.1.3 City of New London Citation Hearing Office
   4.2.8.1.4 Office of Parking Management
   4.2.8.1.5 NLPD’s Traffic Division

4.2.8.2 **PCIMS Implementation.** After contract signing, the Contractor shall be required to provide a detailed PCIMS Implementation Plan subject to approval by the NLPA. This Implementation Plan shall include all project phases including service, products, design, programming, systems and related products (workstations, held-held devices, license plate recognition hardware, software, materials, etc.) to ensure compliance with the City’s parking regulations and increase turnover parking for continued public availability, installation, training, testing, final cut over and PCIMS acceptance.

The Contractor shall implement a timeline utilizing a standard project management program such as Microsoft Project. A timeline is required to assist in adhering to deadlines and tracking the progress of the project by primary task and all associated sub tasks.

4.2.8.3 **Network Environment.** The Contractor shall coordinate with the City’s Information Technology Department, for the installation of any new wiring required for this project as well as certification of any existing wiring (network and electrical) to be utilized by the services and products. Any personnel provided by the Contractor for technical installation shall be properly licensed in Computer Network Wiring, etc.

The Contractor shall supply an “As Built” diagram of the wiring and switches installed and how they are connected to their products and network. The Contractor shall provide a base performance measurement before and after the cut to live. This measurement will include the signal loss of each cable, the length of the cable and a total PCIMS loading/response time. The NLPA plans to use these measurements
as a baseline for future troubleshooting purposes. All network equipment shall support remote monitoring and be remotely manageable.

4.2.8.4 **Hardware and Network.** The new service and products, provided by the Contractor, shall utilize standard hardware. The NLPA requires a fault tolerant solution or a solution that provides redundant hardware that will meet current availability requirements. The services and products shall have enough processing power to execute commands in less than 1 second. Commands that search databases should return data within 1.5 seconds excluding outside database interfaces.

The Contractor shall specify the latest server hardware available at the time of required installation (to be agreed upon by the Contractor and the NLPA). The purpose is to ensure that the service and products have the most powerful processors that are available in the market place as close to the go-live date as is possible, taking into consideration the Contractor’s ability to support the software to this hardware. Servers should remain hot backups for each other. If one fails, the others shall automatically assume the load and it shall be seamless to the users.

The proposed PCIMS will use a DVD-ROM or optical media and tape for backups or history dumps of archived data. The proposed PCIMS shall be capable of producing more than one copy at a time since the NLPA plans to store one copy on-site and another off-site in a fireproof safe.

The Contractor shall be responsible for and shall provide NLPA with a detailed list of the mainframe or server equipment and the hardware peripherals which will be committed to and utilized by the Contractor. In addition, the Contractor shall provide the anticipated maintenance plan for the hardware. The Contractor shall provide all maintenance on hand-held units, printers and chargers, plus any costs to return items to the factory. It shall be the Contractor’s sole responsibility to replace damaged equipment in a timely manner.

4.2.8.5 **Software.** The Contractor shall submit a detailed list of the resident software package, which will be committed to and utilized by the Contractor. Said software shall be customized to the NLPA’s specifications with unlimited parameters for refining the parking operations and PCIMS. In addition, the Contractor shall provide the anticipated maintenance plan for the software. Maintenance will be at the SP’s expense, plus any return costs associated. It shall be the Contractor’s responsibility to replace damaged software in a timely manner.

Proposed “System(s)” shall be maintained and operated with integrating software, with relationships established to allow retrieval and update of related information across program areas. The proposed “System(s)” shall integrate software components stated in this section and maintain a central database, which supports all functions.

4.2.8.6 **Interface.** The PCIMS shall interface its new services, equipment and products with the existing service, equipment and products. The new PCIMS will include connections to all required interfaces.

The proposed PCIMS shall be based on the following configuration:

- **4.2.8.6.1** Training, test, back-up services;
- **4.2.8.6.2** Operating software;
4.2.8.6.3 Spatial data storage strategy;
4.2.8.6.4 MIS database software;
4.2.8.6.5 Workstation operating software;
4.2.8.6.6 Sufficient workstation software licenses.

4.2.8.7 Requirements for Interfacing:
4.2.8.7.1 Hardware and Network Requirements
4.2.8.7.2 Workstation configuration
4.2.8.7.3 Database Standards
4.2.8.7.4 Graphical User Interface
4.2.8.7.5 Control Measures
4.2.8.7.6 Testing
4.2.8.7.7 Availability Level

4.2.8.8 Data Conversion. The NLPA desires to upgrade all existing history data from current systems to a format that will look the same as data created on the PCIMS. When users access this history information, all data fields need to be populated, with as much of the legacy data from the current system as possible. The NLPA recognizes that there will be certain data fields with the proposed PCIMS that may require null data because the current system does not contain equivalent data.

This RFR requires that, in the event the Contract is not the existing contractor, the PCIMS shall be initially loaded from a master file residing with the current contractor. The Contractor shall be required to perform an interface with the current contractor to conduct conversion activities. It will be the Contractor's responsibility to do all programming and testing to ensure that the conversion has been successfully completed. It will be the NLPA's and the existing PMIS contractor's responsibility to supply the data, as is, from the existing parking databases and for conversion purposes to define the storage format and describe the data elements stored in the databases.

The NLPA will determine the completion of the improvements according to its standards. The Contractor shall provide an anticipated timetable and work schedule for the conversion process.

4.2.9 Meter Management. The Contractor shall provide bid administration assistance to the NLPA and oversee the installation of new parking meters as needed. All parking meters and meter related equipment shall be the property of the NLPA. The Contractor shall also be responsible for painting all meter polls within four (4) months of commencement of Services under the contract that emanates from this RFR.

The Meter Management Subsystem (“Meter Subsystem”), at a minimum, shall record the following meter information: meter maintenance performed, revenue collected, preventative maintenance and collection schedules, meter inventory (number, location), maintenance and collection routes, meter bagging, meter outages and technical service history.
The Meter Subsystem shall be capable of tracking, maintaining, and generating reports on all relevant meter related data. The Contractor shall be responsible for providing personnel to perform all field and office operations needed to operate a meter program such as:

4.2.9.1 Meter maintenance;
4.2.9.2 Meter security (internal and external);
4.2.9.3 Adequacy of supplies i.e. receipts for Pay-and Display meters;
4.2.9.4 Fresh batteries for meters;
4.2.9.5 Meter signage;
4.2.9.6 Meter collections;
4.2.9.7 Meter auditing;
4.2.9.8 Meter counting and depositing; and,
4.2.9.9 Meter administrative functions.

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

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

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

4.2.12 Permit Management - Residential Permit Parking. NLPA does not currently have a Residential Permit Parking (“RPP”) but may implement one if feasible. Please describe the firm’s experience managing such a program(s) and provide details regarding features, functions and capabilities. In the event NLPA is authorized to proceed with such a program the Contractor shall work with the NLPA in the development of such program.
4.2.13 **On-Street Parking Consulting and Public Relations.** The Contractor shall have parking management consulting experience and resources available to assist the NLPA in providing the highest quality on-street parking services possible. List the types of services that have been successfully provided to other urban jurisdictions. Specifically, the Contractor shall be expected to assist the NLPA in educating the public in connection with on-street parking matters.

4.2.14 **Customer Service.** The ability to professionally, effectively and efficiently handle customers is of extreme importance to the NLPA. The Contractor will be representing the NLPA and the City. A customer service center shall be located at the Contractor’s main New London site and be open to the public during normal business hours 9:00 AM to 5:00 PM. Weekdays. The PCIMS will provide alternative points of contact such as telephone IVR, remote kiosk, and the Internet, allowing customers to obtain citation specific information and make payments. Describe in detail, the features, functions and capabilities to be provided by the Contractor and how these functions are integrated into the PCIMS.

4.3 **Warranty**

4.3.1 Provide four (4) years warranty to start at end of manufacturer warranty period.

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Section 5. Evaluation Criteria

5.1 Evaluation Committee and Selection Process

The Evaluation Committee will review the Responses submitted in response to this RFR No. 2018-09 Comprehensive Integrated On-Street Parking Citation Management Information System. The Evaluation Committee will develop a short list of at least three (3) qualified Respondents experienced in on-street parking management and operations services. All qualified Respondents will then be notified in writing. The Evaluation Committee, in its sole discretion, shall interview Respondents selected to present their qualifications to the Committee and demonstrate to the Committee why their Firm is most qualified to provide the on-street parking management and operation services required in this RFR No. 2018-09 as needed. The Evaluation Committee, in its sole discretion, shall give Respondents up to ninety (90) minutes to present their material as needed. The Evaluation Committee will reserve their questions until the end of the presentation(s). The Evaluation Committee will evaluate the Responses on the proven ability of each qualified Respondent to perform the requested on-street parking management and operation services and any other factor or criterion that the Evaluation Committee may deem relevant or pertinent for its evaluation of such Responses.

A scope and contract review meeting with the Finalist (“SR”) shall be held to determine compliance. Upon completion of a successful scope of service review as fully set forth in this RFR No. 2018-09, a recommendation will be made by the Evaluation Committee to the NLPA’s Commission, City Administration and City Council.

The award of the contract for the on-street parking management and operation services will be made, if at all, to the qualified Respondent whose evaluation and recommendation by the Evaluation Committee to the NLPA’s Commission, City Administration and City Council results in the City and or the NLPA determining that such award to such qualified Respondent is in the best interests of the City and or NLPA. However, the selection of the qualified Respondent and the execution of a contract, while anticipated, is not guaranteed.

5.2 Cost Response Evaluation

The City and or the NLPA reserves the right to reject any or all of the Responses, or parts thereof, and or to waive any informalities or informalities in any of the Responses or the procurement process for this RFR No. 2018-09, if such rejection or waiver is deemed in the best interests of the City and or NLPA. Neither the City, NLPA, nor any of their respective officers, directors, employees or authorized agents shall be liable for any claims or damage resulting from the evaluation, selection, non-selection or rejection of any RFR submitted in response to this RFR No. 2018-09. Basic Services.

This Scope of Services outlines expectations and requirements of RFR No. 2018-09 Comprehensive Integrated On-Street Parking Citation Management Information System for qualified Contractors experienced and proficient in performing on-street manage and operations including without limitation the installation of systems and related products (workstations, held-held devices, license plate recognition hardware, software, materials, etc.) to ensure compliance with the City’s parking regulations and increase turnover parking for continued public availability as needed.

The on-street parking operations in the City’s municipal parking facilities is permitted in accordance with revisions to the New London Code of Ordinances by the Court of Common Council or policy changes enacted by the NLPA Board of Commissioners.
The RFR shall set forth costs for on-street parking management and operation services within the scope of this RFR No. 2018-09 and shall define such category of improvement/repair.

Each deliverable shall be delivered to the City and or the NLPA in a timely manner and in accordance with the contract and or ON-ST Project schedule. In its RFR each Respondent shall address each provision and requirement, as set forth in this Section 4 Scope of Services; and, if not, please explain why not.

The Contractor, at a minimum, shall: Provide weekly and or monthly, progress project reports or as required by the City and or NLPA’s Contract Administrator and Engineering Consultant and any other documentation detailing maintenance and or services performed.

5.2.1 Make recommendations for additional improvements as needed.

5.2.2 Provide insurance for every aspect of the Contractor’s operations and for all equipment in accordance with contract service requirements.

5.2.3 Comply with the City of New London’s Minimum Wage Statement (see “Schedule E”).

5.3 Cost Worksheet Evaluation

5.3.1 Confidential Cost Worksheet

The Confidential Cost Worksheet is included in Schedule B of this RFR No. 2018-09. Schedule B must be filled out without changes, amendments or deletions to the form itself. It must be placed in a separate, sealed envelope that is clearly marked with the Respondent’s name, RFR Number and the words: “CONFIDENTIAL COST WORKSHEET”.

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Section 6. Format for RFR Submission

6.1 Instructions for RFR Submission

Responses in response to this RFR No. 2018-09 Comprehensive Integrated On-Street Parking Citation Management Information System must be received by 12:00 P.M. EDT, October 19th, 2018.

Each page of the Responses and copies must be in a binder numbered consecutively in Arabic numbers from the beginning of the binder (Transmittal Letter) to the end. Identify each section (and to the degree feasible, each subsection) with clearly distinguished and labeled “tabs,” keyed to the Table of Contents, so that specific sections can be easily referenced.

Respondents shall comply with all Terms and Conditions (see “Section 8”) and instructions when responding to this RFR No. 2018-09. Failure to conform to these instructions may cause disqualification. The City and or NLPA, in its sole discretion, may reject any nonconforming RFR.

Responses should be designed to illustrate an understanding of the Respondents’ competency and expertise in meeting the requirements of this RFR No. 2018-09. The Responses should be prepared simply and economically, providing a straightforward, concise description of the capabilities of the Respondent and the solution they are proposing. Emphasis should be on completeness and clarity of content.

The Respondent shall ensure that their RFR is adequate and accurate. It is the responsibility of the Respondent to provide complete answers to each on-street parking management and operation services requirement even if that results in redundant, duplicated material within the RFR. The Evaluation Committee shall not be required to search for the answers in other sections of the RFR.

The RFR must be submitted in two (2) distinct parts as described in Part I and Part II.

6.1.1 Restrictions on Communications with CITY/NLPA Staff

From the issue date of this RFR No. 2018-09 until the execution of a Contract resulting from this RFR No. 2018-09, all contacts with personnel employed by or under contract to the City and or the NLPA are restricted. During the same period, no prospective Respondent shall approach personnel employed by or under contract to the City and or the NLPA or any other agency of the City of New London participating in the evaluation of Responses and any other related matters. An exception to this restriction will be made for qualified Respondents who, in the normal course of business under a current contract with the affected agencies, may need to discuss legitimate business matters concerning their on-going work with the contracting agency.

Violation of these conditions may be considered sufficient cause by the City and or the NLPA to reject a Respondent or RFR, regardless of any other consideration.

6.2 Part I: Transmittal Letter and Business and Technical RFR Submission

Respondents, when constructing their Responses, are reminded to please be sure to take into consideration all requirements stated within this RFR No. 2018-09, including all exhibits, schedules, addenda and riders to such document.

If the Respondent wishes to add supplemental information, and this is encouraged, especially if there is an innovative solution, or approach the City and or the NLPA may not have considered, please first respond to all the City and or NLPA’s requirements as set forth in this RFR No. 2018-09, and then add any ideas, approaches, information, etc., and label that...
information “Supplemental Information” in the corresponding section(s). If an approach that Respondent believes may create significant value for the City and or NLPA, please include complete detail and show how it will benefit the City and or NLPA.

All of the RFR text must be specifically cross-referenced to the section in this RFR No. 2018-09 and or Schedule letter(s) and number(s) to which a given part of the RFR applies and presented in the same order provided within this RFR No. 2018-09. The RFR must contain the requested content and submitted in the form requested in this RFR No. 2018-09. Please structure the RFR as follows. Part I of the RFR shall follow the order below, and each Article and sub-article should be numbered so it is clearly identifiable:

6.2.1 Article 1: Transmittal Letter
The Transmittal Letter must be delivered on the Respondent’s letterhead with the original signature of the individual or official authorized to submit a binding RFR on behalf of the Respondent and affixed with the corporate seal, if any.

6.2.2 Article 2: Executive Summary
Provide an Executive Summary of the most salient aspects of the RFR in terms of satisfying the requirements of this RFR No. 2018-09. The Executive Summary must provide a high-level overview of the RFR in such a way as to demonstrate a broad understanding of not only the City and or NLPA’s needs and objectives, but of all the requirements of this RFR No. 2018-09. Respondents must summarize their understanding of the goals stated in this RFR No. 2018-09, the intended results of the ON-ST Project, the scope of services and, any issues related to this ON-ST Project which Respondents believe need to be addressed. Additionally, Respondents must discuss in detail, any assumptions they have made which in any way require or include the leveraging of any the City and or the NLPA resources.

The Executive Summary shall not mention the dollar amount proposed for the Project.

6.2.3 Article 3: Approach

6.2.3.1 Statement of Work
The Responses must include a proposed Statement of Work (“SOW”) outlining the tasks to be performed by the Respondents in response to the requirements as set forth in this RFR No. 2018-09, attached hereto and made a part hereof. The SOW will be refined during the selection process leading to the Contract between all appropriate parties. The SOW should include a preliminary implementation schedule and a method for functional testing. The implementation schedule should also include the method of purchasing, delivery and installation of any systems and related products (workstations, held-held devices, software, materials, etc.), taking into consideration the procurement provisions of the New London Code of Ordinances (see “Section 8.1” and “Schedule I”), as may be amended from time to time. The final Contract will include penalties if the final implementation schedule is not met. A user manual and documentation will be required during the short-listing process for Respondents.

In keeping with sound project management practices, the City and or the NLPA requires that the Contractor provide periodic reports based upon the SOW and the implementation schedule, which indicate specific estimates of work remaining (broken down by milestones, deliverables and tasks) on an ongoing basis until completion of the Contract and or ON-ST Project. The proposed SOW shall fully explain the assumptions and expectations the Respondent has of the City and or the NLPA with respect to legacy systems (policies and technology), conversion and other implications on the operations of the City and or NLPA.
The SOW shall state the on-street parking management and operation services requirements, including, without limitation installation of systems and related products (workstations, held-held devices, software, materials, etc.) as fully set forth in Section 4 of this RFR as well as all pertinent Schedules and answers to questions as permitted under this RFR No. 2018-09.

Additionally, any components, as may be required of the Respondent by this RFR No. 2018-09, implemented and accepted prior to the expiration of the Contract term shall be, and will remain, under full warranty by the Respondent until the close of the Warranty Period (see “Section 4.3”).

6.2.3.2 Implementation Approach

The Respondent shall recommend an approach for implementation of on-street parking management and operation services for the City and or the NLPA within an aggressive, but achievable project timetable with a strategic plan for on-going meter maintenance, as needed.

The RFR shall provide detailed descriptions of how the Respondent anticipates accomplishing the on-street parking management and operation services relative to methodology, tools, personnel, roles, responsibilities, phasing, etc. with the objectives of: demonstrating to the City and or the NLPA that the Respondent understands the tasks and level of effort involved to produce each of the required deliverables; and, identifying what is required of the City and or the NLPA in order for the Respondent to implement the plan.

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

Additionally, the on-street parking management and operation services project implementation approach must contain a narrative setting forth detailed descriptions including, but not limited to, the following:

(a) Implementation Activities;
(b) Improvements/Repairs;
(c) Maintenance, as needed;
(d) Project Management Team; and,
(e) Warranty

6.2.4 Article 4: Background and Experience

6.2.4.1 Organizational Structure

(a) Describe the Respondent’s total organization, including any Agent, Consultants, Contract Parties, Partners, Subcontractors and other entities (“Respondent Parties”). Provide an organization chart for the overall organization showing each entity within the organization, as well as the chain of authority from the Chief Executive Officer to the Project Manager directly responsible for this On-street parking management and operation services Project under this RFR No. 2018-09.

(b) Is the parent corporation of the Respondent’s corporate structure being proposed as the Contractor in a Contract with the City and or NLPA? If not, please clearly identify the entity that is being proposed as the Contractor, and its relationship within the structure described in Section 6.2.4.1(a).
(c) Clearly identify any Respondent’s Parties and describe in detail the roles that each will have in the redevelopment and or operation and or management activities herein. Please describe their organizations, annual revenues and the length of time they have been in business.

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

(e) Provide an organization chart, or facsimile thereof, depicting the operating relationship between the Respondent and Respondent’s Parties that would play a significant role in this ON-ST Project, including those that will interface directly with the City and or NLPA.

(f) Describe any current or planned business or other contractual obligations that may have any influence on the capability of the Respondent and any of its Respondent’s Parties to meet the requirements of this RFR No. 2018-09.

(g) Describe in detail, the roles and responsibilities of the Respondent and any of its Respondent’s Parties in any of the current or planned business or other contractual obligations.

6.2.4.2 Financial Capability

(a) For each entity identified in Section 6.2.4.1, provide relevant Respondent and, the applicable Respondent’s Parties documents that describe their financial status, such as audited financial statements, annual reports, and 10-K reports, for the ten (10) most recent years.

(b) For each entity identified in Section 6.2.4.1, specify the entity’s total annual revenue for the prior ten (10) years, number of employees, products and services, affiliated companies, and other descriptive information.

6.2.4.3 Experience and Ability

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

(b) Describe in detail, for the Respondent and any of its Respondent’s Parties, all qualifications and capabilities to provide the services necessary to meet the requirements as set forth in this RFR No. 2018-09.

(c) Explain how the Respondent and any of its Respondent’s Parties will ensure that personnel performing the work for the City and or the NLPA are qualified, trained and proficient.

6.2.4.4 Legal Issues History

For purposes of this section, the scope of each question includes the Respondent and any of its Respondent’s Parties.

(a) During the ten (10) years immediately preceding submission of the RFR, has the Respondent or any of its Respondent’s Parties been the subject of any bankruptcy, insolvency, reorganization or liquidation or receivership proceedings? If so, please explain.
(b) During the ten (10) years immediately preceding submission of the RFR, has the Respondent or any of its Respondent’s Parties been the subject of any litigation, investigation or proceeding before or by an arbitrator or Governmental Authority which is continuing or threatened against the Respondent or any of its Respondent’s Parties involving:

1. Contractor default or claims of breach by a Governmental Authority or failure to perform services in accordance with the terms of one or more agreements with Governmental Authorities
2. Conviction of a criminal offense, including, but not limited to fraud, embezzlement or dishonest acts with respect to obtaining, attempting to obtain or performing a transaction or contract for a Governmental Authority or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, tax evasion, violating federal criminal tax laws, or receiving stolen property;
3. Violation of federal or state antitrust statutes relating to the submission of offers or Responses or the commission of any unfair trade practices
4. Tax and securities law violations, including fraud and delinquency;
5. Ethics, conflict of interest, corrupt practice and campaign contributions violations;
6. Breach of duty of good faith and fair dealing; or,
7. Violation of the U.S.A. Patriot Act provisions pertaining to business practices. If so, please explain.

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

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

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

(f) Is the Respondent or any of its Respondent’s Parties delinquent in any taxes or other monetary obligations owed to the City of the New London?

6.2.4.5 Key Personnel

(a) Describe the Respondent or any of its Respondent’s Parties’ key personnel, along with their qualifications and experience that are part of the RFR. At a minimum, “key personnel” shall include, but are not limited to: Project Manager, Operations Manager, assistant Operations Manager and overall Supervisor.

(b) Is the Respondent or any of its Respondent’s Parties willing to commit to keep these key individuals for the term of the Contract and or ON-ST Project?
6.2.4.6 **Respondent Company History**

(a) Describe your company history including a brief description of the Firm’s experience and background particularly within the local market; its objectives and philosophies.

(b) Include your Firm’s scope of on-street parking management and operation services for ten (10) U.S urban jurisdictions of approximate size or larger within two hundred-fifty (250) miles of New London.

(c) Provide a detailed description of the practices that demonstrate your Firm’s history and proficiency in performing on-street parking management and operation services of on-street manage and operations.

6.2.4.7 **Affirmation of Due Diligence Representations**

(a) Please affirm the representations in the RFR with respect to Due Diligence (see “Section 7.2”).

6.2.5 **Article 5: References**

The references should be for ten (10) U.S urban jurisdictions of similar size, if not larger, and scope, within two hundred-fifty (250) miles of New London. References should include a contact person, phone number and e-mail address. Failure to provide suitable references may be cause for rejection of the RFR.

6.3 **Part II of the RFR is the Confidential Cost Worksheet**

6.3.1 **Confidential Cost Worksheet**

Develop the “Confidential Cost Worksheet” (see “Schedule B”) for the Term of the Contract and the cost for maintenance and warranty, if any, in accordance with the guidelines set forth in this RFR No. 2018-09. The Cost Confidential Cost Worksheet shall be kept completely separate and marked “Confidential”. There shall be no reference to or discussion of costs in any part of the RFR other than in the Confidential Cost Worksheet.

6.3.2 Respondents must submit the Confidential Cost Worksheet in a separate sealed package to the city of New London’s Point of Contact (see “Section 3.2”). The Confidential Cost Worksheet shall include the On-street parking management and operation services Project budget, environment costs, proposed costs for mobilization/demobilization, installation of systems and related products (workstations, held-held devices, software, materials, etc.), and on-going maintenance as needed. Respondents MUST use the “Confidential Cost Worksheet” in Schedule B to record and submit the costs associated with the RFR. The package must contain:

a) One (1) signed, printed and bound original Confidential Cost Worksheet.

b) Five (5) additional printed and bound copies of the original Confidential Cost Worksheet.

Section 7. RFR No. 2018-09 Conditions

The provisions of Section 7 deal with RFR Conditions, Due Diligence, and RFR Requirements and Representations. These provisions include language, conditions, requirements and representations that are applicable to the construction of the RFR and the assumptions, approaches and methodologies of the Respondent. For the successful Respondent, many of these provisions will be integrated into the subsequent Contract.

7.1 RFR Conditions

7.1.1 Adequacy and Completeness of RFR: Acceptance of Administrative Requirements

Failure to either respond to the information required in this RFR No. 2018-09, or to provide any other mandatory items, may result in rejection of the RFR as non-responsive by the City and or NLPA, in its sole discretion. Accordingly, Respondents must include, in the Transmittal Letter, statements accepting the administrative and other requirements set forth in this RFR No. 2018-09 and all Responses must reflect compliance with such requirements.

7.1.2 Mandatory Terms and Conditions

Each Respondent is required to review the mandatory conditions and or requirements as set forth in this the RFR including with limitation legal Terms and Conditions (see “Section 8”).

7.1.3 Binding Effect of RFR: Validation and Affirmation

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

7.1.4 RFR Not an Offer

This RFR No. 2018-09 does not constitute an offer by the City and or NLPA. Moreover, even if the City and or the NLPA initially elects to enter into discussions with a Respondent, no binding contract, obligation to negotiate or discuss, or any other obligation shall be created unless a Contract is executed by the City and or the NLPA (subject to approval by all appropriate parties including the City Administration, City Council, Office of the Director of Law and NLPA Board of Commissioners) and the Respondent. Furthermore, the commencement of such discussions does not signify a commitment by the City and or the NLPA to execute a Contract or to continue discussions. The Respondent or the City and or the NLPA can terminate discussions at any time and for any reason.

Any recommendations or conclusions from this RFR No. 2018-09 process concerning a Respondent shall not constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, and statutory law of the State of Connecticut or the New London City Charter or the New London Code of Ordinances, as may be amended from time to time. Each Respondent waives any right it may have to bring any claim, whether in damages or equity, against the City of New London or NLPA, its agents and employees, with respect to any matter arising out of any process associated with this RFR No. 2018-09. Moreover, this RFR No. 2018-09 does not commit the City and or the NLPA to enter into a Contract or similar undertaking with any Respondent or any other organization.
7.1.5 Deviating from RFR Requirements

The City and or the NLPA may reject any Respondent’s that deviates significantly from the requirements of this RFR No. 2018-09. Responses submitted with any exceptions from requirements must identify and fully justify such exceptions for the City and or the NLPA consideration, in accordance with this RFR No. 2018-09.

7.1.6 Oral Agreement or Arrangements

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

7.1.7 Contract Management

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

7.1.8 Implementation Time Frame

The City and or the NLPA anticipates an aggressive implementation approach and requests each Respondent to provide it with an achievable implementation timetable. In connection with its Due Diligence (see "Section 7.2") obligations, each Respondent shall address implementation approach and inform the City and or the NLPA of any foreseeable impediments to compliance therewith.

7.1.9 Requirement for Representation as to the Accuracy and Completeness of the RFR

To be acceptable, the Response must contain all required information and statements in the form and order requested by this RFR No. 2018-09. The RFR must submit "none" or "not applicable" responses to any RFR question and or information request, when such a response is the only appropriate response. Moreover, each Respondent shall make the following representations and warranty in the Transmittal Letter, the falsity of which might result in rejection of the RFR:

“The information contained in [NAME OF FIRM’s] Response in response to RFR No. 2018-09 or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City and or the NLPA is true, accurate, and complete. This includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City and or the NLPA as to any material fact.”

7.1.10 Requirement for Representation Pertaining to Collusion or Conflict of Interest

By responding to this RFR No. 2018-09, the Respondent shall be deemed to have represented, certified and warranted that:

7.1.10.1 The Firm's Response is not made in connection with any Respondent submitting a separate Response to this RFR No. 2018-09, and is in all respects fair and without collusion or fraud;

7.1.10.2 The Respondent did not participate in RFR No. 2018-09 development process and had no knowledge of the specific contents of the Response prior to its issuance;
7.1.10.3 No employee of the City and or the NLPA participated directly or indirectly in the preparation of the Firm’s Response to this RFR No. 2018-09;

7.1.10.4 The services to be provided by the Respondent do not in any way conflict with the interests of any individual, group, business, or governmental organization with which Respondent is employed or with which Respondent has an agreement or is associated, and, in the event such a conflict arises during the term hereof, Respondent will immediately notify the City and or the NLPA in writing;

7.1.10.5 No member of the governing body of the City and or NLPA, or its designees, employees or agents, and no other public official, either paid or unpaid, who exercises any functions or responsibilities with respect to the Contract shall, during the individual’s tenure or thereafter, have any personal or financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work and or services to be performed in connection with the Contract. The Respondent shall cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the provisions of this paragraph; and,

7.1.10.6 The Respondent has not employed or retained any Person other than bona fide employees or consultants working solely for the Respondent to solicit or secure the Contract and that it has not paid or agreed to pay any Person any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of the Contract.

The Contract shall include a provision for the breach or violation of the representations contained in Section 7.1.9, above, granting executable the right to annul the Contract without liability, or, at its discretion, to deduct from the agreed price or consideration or otherwise to recover the full amount of such fee, commission, percentage, brokerage fee or contingent fee.

7.1.11 Independent Price Determination

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

By submission of a Response, the Respondent shall be deemed to have represented, warranted and certified that, the following requirements have been met in connection with this RFR No. 2018-09:

7.1.11.1 The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.

7.1.11.2 Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Respondent on a prior basis, directly or indirectly, to any other organization or to any competitor.

7.1.11.3 No attempt has been made or will be made by the Respondent to induce any other Person to submit or not to submit a Response for the purpose of restricting competition.

7.1.12 Ownership of Responses

Upon receipt, all Responses submissions shall become the sole property of the City and or the NLPA. Except as expressly provided in Section 7.1.13, the City and or the NLPA is not
restricted in its rights to use or disclose any or all the information contained in the Response. The City and or the NLPA shall not be bound by any language in the Response indicating the confidentiality of the Response or any other restriction on its use or disclosure.

7.1.13 Trade Secrets/Proprietary Information/ Freedom of Information Act

Nothing in the Freedom of Information Act (“FOIA”) shall be construed to require disclosure of Responses submitted in response to this RFR No. 2018-09 or any record or file made by a public agency in connection with the contract award process, until such contract is executed or negotiations for the award of such contract have ended, whichever occurs earlier, provided the Chief Executive Officer of such public agency certifies that the public interest in the disclosure of such Responses, record or file is outweighed by the public interest in the confidentiality of such Responses, record or file. The Chief Executive Officer of the City and or Director of Parking of the NLPA hereby certifies that the public interest in the disclosure of such Responses, record or file is outweighed by the public interest in the confidentiality of such Responses, record or file.

Upon conclusion of the RFR No. 2018-09 process, the Responses are considered a public record or file, subject to disclosure under the provisions of FOIA and the corresponding regulations. Accordingly, the Respondent shall identify any and all commercial or financial information that it deems to be submitted in confidence and believes is not required to be disclosed under FOIA. Those particular sentences, paragraphs, pages or sections that a Respondent believes to be either proprietary, a trade secret or otherwise confidential shall be specifically identified as such. Any and all information that the Respondent submits under this provision shall be separated from the remainder of the RFR and enclosed in a separate envelope. Convincing explanation and rationale sufficient to justify each exemption from release consistent with C.G.S. §1-210(b) shall accompany the RFR.

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

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

7.1.14 RFR Costs

The City and or the NLPA assumes no liability for payment of any costs or expenses incurred by any Respondent in:

(a) Responding to this RFR No. 2018-09;
(b) Preparing the Response for clarification and or presentation;
(c) Submitting to interviews;
(d) Participating in a Respondent’s presentation;
(e) Negotiating the Contract;
(f) Attending meetings and presentations required for the Contract approval process;
or,
(g) Engaging in any activity related to RFR No. 2018-09 and the subsequent Contract negotiation process.

Each Respondent that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the City and or the NLPA for the costs and expenses associated with RFR No. 2018-09 process.

7.1.15 Conformance of Awards with State Statutes
Any award resulting from RFR No. 2018-09 and or process must be in full conformance with the laws of the State of Connecticut, the City of New London and the regulatory and procedural requirements of the City and or NLPA. The State’s statutes and regulations and the Charter and ordinance of the City of New London are available on-line at www.ci.new-london.ct.us.

7.1.16 Joint Ventures
Joint ventures will not be accepted. The City and or the NLPA will only enter into a Contract with a single Contractor who will be required to assume full responsibility for the Comprehensive Integrated On-Street Parking Citation Management Information System identified in RFR No. 2018-09 whether or not the installation of equipment, systems and related products (workstations, held-held devices, software, materials, etc.) and or services are manufactured, produced or provided by the Contractor. Moreover, by submitting the Response, the Respondent agrees to perform the services as an independent operator and not as an agent or employee of the City and or NLPA.

The Contractor may enter into written subcontract(s) for performance of certain of its functions under the Contract only with written approval from the City and or the NLPA prior to entering any subcontract.

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

7.1.17 Respondent Presentation of Supporting Evidence/Surety
Each Respondent must be prepared to provide any evidence of its historical related experience pertinent to this RFR No. 2018-09, performance ability, and or financial standing and or surety that City and or NLPA deems to be necessary or appropriate to fully establish the performance capabilities represented in the RFR with respect to all undertakings, duties, and obligations set forth or implied in the RFR.

7.1.18 Corporate Reporting
In the Response, each Respondent must provide:
7.1.18.1 A certificate of authority, certificate of legal existence or certificate of good standing, as applicable, from the Office of the Secretary of the State of Connecticut, which shall be updated prior to the execution of the Contract;

7.1.18.2 A corporate resolution of authority granting the signatory binding authority to act on behalf of the Respondent/Parties;

7.1.18.3 Verifiable demonstration of compliance with the requirements of being an equal opportunity employer under the New London Code of Ordinances (see “Schedule H”), as may be amended from time to time, on a form provided by the City and or NLPA, which shall be updated within sixty (60) days of the execution of the Contract, in the letter form, report and certification, attached hereto as the City Standard Forms (see “Schedule D”) as required and or set forth in this RFR No. 2018-09;

7.1.18.4 A tax clearance statement from the Finance Director of the City of New London demonstrating that the Respondent owes no back taxes, as required by §§ 2-571 and 2-576 of the New London Code of Ordinances, as may be amended from time to time, which shall be updated within sixty (60) of the execution of the Contract;

7.1.18.5 A clearance from the Assessor of the City of New London demonstrating that the Respondent has filed a current list of taxable personal property as required by the General Statutes, which shall be updated within sixty (60) days of the execution of the Contract; and,

7.1.18.6 A statement from the State of Connecticut Department of Labor regarding employee contributions, which shall be updated within sixty (60) days of the execution of the Contract.

7.1.18.7 A certification by the Respondent pertaining to the City Standard Forms as required by this RFR No. 2018-09, attached hereto as Schedule D, which shall be updated within sixty (60) days of the execution of the Contract

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

7.1.19 Offer of Gratuities

The Respondent must warrant, represent and certify in the Transmittal Letter that no elected or appointed official or employee of the City and or the NLPA has or will benefit financially or materially from this procurement. Any Contract or award arising from this RFR No. 2018-09 may be terminated by the City and or the NLPA if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the Respondent, the Respondent’s agent(s), representative(s) or employee(s).

7.1.20 Corporate Governance (if applicable)

If applicable, the Respondent must state in the Transmittal Letter that it complies fully with the August 2002 corporate governance rules proposed by the New York Stock Exchange (www.nyse.com/pdfs/corp_gov_pro_b.pdf). Any non-compliance must be identified and explained.
7.1.21 Conclusions Drawn or Interpretations of RFR
The City and or the NLPA assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this RFR No. 2018-09, or otherwise distributed or made available during this procurement process. In addition, the City nor the NLPA shall be bound by or be responsible for any explanation, interpretation or conclusions of this RFR No. 2018-09 or any documents provided by the City and or the NLPA other than those given in writing by the City and or the NLPA through the issuance of addenda to this RFR No. 2018-09. In no event may a Respondent reply on any oral statement by the City and or the NLPA or its agents, advisors or consultants.

7.1.22 Conflicts, Discrepancies or Omissions in RFR
Should a Respondent find conflicts, discrepancies or omissions in this RFR No. 2018-09 or any other documents provided by the City and or the NLPA, the Respondent should immediately notify the City and or the NLPA of such potential discrepancy and each Respondent shall be informed of any clarification, if necessary, in accordance with the procedures set forth in this RFR No. 2018-09. Each Respondent requesting an interpretation will be responsible for delivering such requests to the City and or the NLPA in writing to the Point of Contact (see “Section 3.2”). Failure to notify shall constitute a waiver of claim of ambiguity, inconsistency or error by the Respondent.

7.1.23 Exceptions to the RFR
Other than exceptions that are permitted in accordance with this Section, each Respondent’s Response shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFR No. 2018-09. An “exception” is defined as the Respondent’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the Response. All exceptions taken must be identified and explained in writing in the Response and must specifically reference the relevant section(s) of this RFR No. 2018-09. If the Respondent provides a supplemental solution when taking an exception to a requirement, the benefits of this supplement solution and impact, if any, on any part of the remainder of the Respondent’s solution, must be described in detail.

7.1.24 Other Rights Reserved by CITY/NLPA
The City and or NLPA, in its sole discretion, reserves the right to:

7.1.24.1 Amend or cancel this RFR No. 2018-09 at any time prior to contract award;
7.1.24.2 Modify deadlines through amendments to this RFR No. 2018-09;
7.1.24.3 Establish and modify the timing and sequence of events resulting from this RFR No. 2018-09;
7.1.24.4 Refuse to accept, or return accepted Responses that do not comply with procurement requirements;
7.1.24.5 Reject any Response in default of any prior contract or tax payment or any other monetary obligation owed to the State of Connecticut, City of New London or NLPA or for misrepresentation of material presented;
7.1.24.6 Reject any Response that is received after the due date specified herein;
7.1.24.7 Reject any Response which is incomplete or in which there are significant inconsistencies or inaccuracies;
7.1.24.8 Accept or reject any or all Responses submitted for consideration in whole or in part; waive minor defects, irregularities, informalities, technicalities or omissions; and, correct inaccurate awards resulting from its clerical errors;

7.1.24.9 Allow no additions or changes to the submitted original Response after the due date specified herein, except as specifically requested and authorized by NLPA's Point of Contact;

7.1.24.10 Require Respondents, at their own expense, to submit written clarification of the Response in a prescribed manner or format;

7.1.24.11 Negotiate separately any service in any manner necessary;

7.1.24.12 Contract with one or more Respondents who submit Responses to this RFR No. 2018-09

7.1.24.13 Contract service for the NLPA's On-street Parking Program, if deemed to be in the best interest of the City and or NLPA;

7.1.24.14 Consider cost and all factors in determining the most advantageous Response for the City and or NLPA;

7.1.24.15 Contract for all or any portion of the scope of services or tasks within this RFR No. 2018-09; and,

7.1.24.16 Discuss with selected Respondent(s) any terms and conditions in the Response(s) including (but not limited to) financial terms.

7.2 Due Diligence

7.2.1 The Responses, by submission, are representing that the Respondent have examined and are thoroughly familiar with each of the elements of this RFR No. 2018-09, including without limitation the installation of systems and related products (workstations, held-held devices, software, materials, etc.), data and information pertaining to parking utilization, actual physical items, facilities, or functions essential to the satisfactory implementation, management and administration of the NLPA's On-Street Parking Program for the "Due Diligence" and the services to be provided under the ensuing Contract. The representations set forth in Section 7.2 shall be considered of significant importance in the evaluation of Responses and shall be affirmed in the Response and included in the Contract for the Term of the Contract.

7.2.1.1 The Respondent's Response shall describe, any discrepancies or inaccuracies in the information assembled in this RFR No. 2018-09 (including any facts that might result in changes), any Schedules thereto, observations and any information otherwise provided by the City and or NLPA. An explanation shall be provided for each discrepancy or inaccuracy, giving in detail, the extent of the discrepancy or inaccuracy, and the Respondent's plan for addressing such discrepancy or inaccuracy.

7.2.2 Each Respondent's Response, by submission, shall be deemed to have certified, warranted and represented that they have had the opportunity to:
7.2.2.1 Review or have been afforded opportunity, by the City and or NLPA, to review all relevant enforcement management and operational physical items, parking facilities, support services or functions essential to the satisfactory implementation of the on-street parking management and operation services project and the City and or NLPA, shall certify that all such items, parking facilities, services or functions are included in a pending Contract and thereby warrants that there are no discrepancies set forth that would impede the successful implement of the Contract under this RFR No. 2018-09;

7.2.2.2 To ask questions as seen fit, throughout the RFR No. 2018-09 submission period, pertinent to the provision of services under this RFR No. 2018-09, the capacity of the City and or the NLPA to achieve its objectives, the available Due Diligence resources, and to review other Respondents' questions and respective responses by the NLPA's staff, and,

7.2.2.3 Conducted all Due Diligence prior to the submission of the RFR. Any additional costs, services or equipment resulting from the failure of the Respondent to complete Due Diligence prior to submission of its RFR shall be borne by the Respondent/Contractor.

7.2.3 Each Respondent’s Response, by submission, shall be deemed to have warranted and represented that:

7.2.3.1 Its failure to investigate and verify facts or its failure to identify operational changes that would enlarge the scope of this RFR No. 2018-09 and to define such category of change shall, in no way, be cause for future claim of ignorance of such facts or conditions, nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

7.2.3.2 No additional licenses or authorizations are necessary to accomplish implementation of the on-street parking management and operation services required by this RFR with the exception of those referred to in the Response;

7.2.3.3 It is responsible for all aspects of the Respondent’s Response, including without limitation to the Comprehensive Integrated On-Street Parking Citation Management Information System services requirements and specifications fully set forth in this RFR No. 2018-09 and thereby confirms that the Response FR and the contents therein are in accord with the requirements and specifications of this RFR No. 2018-09, any Exhibits, Schedules thereto and any other information that has been made available by the City and or NLPA, to Respondents;

7.2.3.4 It is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Contract, as a result of such failure; and,

7.2.3.5 It has been responsible for specifying any changes and disclosing any new costs prior to the award of the Contract under this RFR No. 2018-09. Thus, in the event any changes or costs are otherwise required, during the implementation, operation and administration of the Contract, the sole responsibility for any adjustment, modification, delay and cost of such changes shall reside with the Respondent/Contractor.

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

7.3.1 General RFR Requirements and Representations

7.3.1.1 The Respondent’s Response must include a representation that

7.3.1.1.1 The Respondent will perform its work as an independent contractor, and not as an agent or employee of the City and or NLPA, and therefore shall not represent or otherwise portray itself, any of the Respondent’s Parties, as an agent or employee of the City and or NLPA; and,

7.3.1.1.2 All qualified personnel identified as “Key Personnel” in the Respondent’s Response shall actually work on the Project in the manner and time-frame described in the Respondent’s Response as shall be further amplified in the Contract. It shall be further acknowledged by the Respondent that the list of such Key Personnel will be considered as a commitment to maintain their services as set forth in the Respondent’s Response and agreed to in the Contract; subject to the right of the City and or the NLPA, in its sole discretion, to remove any and all personnel at any time. Respondents shall identify all Key Personnel, their qualifications and roles and responsibilities for this Project.

7.3.1.2 The Respondent’s Response should specify what the Respondent expects of the City and or the NLPA with respect to administrative responsibilities.

7.3.1.3 The Transmittal Letter shall include a representation to the effect that no changes, substitution, additions or deletions in Respondent’s Response shall be made unless approved in advance by the City and or NLPA.

7.3.2 Work Product Property of CITY/NLPA

Any work product developed under the Contract awarded as a result of this RFR No. 2018-09 shall be the sole property the City and or the NLPA.

7.3.3 Compliance with Laws: Equal Opportunity and Affirmative Actions

Each Respondent’s Response, by submission, agrees to make itself aware of and comply with all City of New London, State of Connecticut, and United States of America laws, ordinances, regulations, rules, statutes and the Charter of the City of New London applicable to the services covered by this RFR No. 2018-09. Each Respondent further agrees that it will at all times during the Term of the Contract and or completion of the Comprehensive Integrated On-Street Parking Citation Management Information System Project be in compliance with all applicable federal, state and or local laws regarding employment practices. Such laws will include, but shall not be limited to Workers’ Compensation, the Fair Labor Standards Act (“FLSA”), the Americans with Disabilities Act (“ADA”), the Family and Medical Leave Act (“FMLA”), and all Occupational Safety and Health Administration (“OSHA”) regulations applicable to the work covered by this RFR No. 2018-09 as well as the Minimum Wage Ordinance of the City (see “Schedule E”).

7.3.3.1 The City and or the NLPA is an equal opportunity and affirmative action employer and does not discriminate in its hiring, employment (see “Schedules D4, D5, D6 and Schedule H”) or business practices, including it purchasing policies (see “Schedule I”). Moreover, The City and or the NLPA is committed to complying with the Americans with Disabilities Act of 1990 and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or
activities. The laws of the State of Connecticut and the City of New London strive to ensure that all segments of the business community have access to supplying the goods and services needed by the City and or NLPA. The City and or the NLPA affirmatively work to encourage utilization of minority business enterprise in all procurement activities. The City and or the NLPA provides equal opportunity for all businesses and does not discriminate against any Respondent regardless of race, color, religion, age, sex, national origin, or disability. Accordingly, the Responses shall include a summary of the Respondent’s experience with affirmative action. This information is to include a summary of the Respondents affirmative action plan and policy statement (see “Schedule D5” and “Schedule F”).

7.3.4 Disclosure

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

7.3.4.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or prohibited from doing related business covered by this RFR No. 2018-09 by any local, state, federal department or agency.

7.3.4.2 Have not within a ten (10) year period preceding this RFR No. 2018-09 been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen state property;

7.3.4.3 Are not presently indicted or awaiting indictment for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph 7.3.4.2, above;

7.3.4.4 Have not within a ten (10) year period preceding this RFR had one or more public transactions (federal, state, or local) cancelled or terminated for cause or default; and or,

7.3.4.5 Have not within a ten (10) year period preceding this RFR No. 2018-09 filed for bankruptcy nor is bankruptcy or the filing for bankruptcy presently or imminently threatened.

7.3.5 Respondent Misrepresentation or Default

The City and or the NLPA shall reject any Response and void any award resulting from this RFR No. 2018-09 to a Contractor who materially misrepresents any product and or service or defaults on any contract to the State of Connecticut or the City of New London.

7.3.6 Insurance

The Respondent shall agree to carry proper insurance to protect the City and or the NLPA from loss, as set forth in Section 8.1.1(E.23), Section 8.9, Section 8.12.6, Section 8.12.7, Section 8.12.10 and Schedule B of this RFR No. 2018-09.

7.3.6.1 Public Records: The Respondent shall agree to contractual provisions ensuring the confidentiality of public records or files that the Contractor has access to, and that remain exempt from disclosure under FOIA or other applicable law. In the Response, the Respondent shall acknowledge that the Contract will include civil
and potential criminal sanctions for the unauthorized disclosure of such records or files. The Contractor and its employees and or Respondent Parties shall be treated as municipal employees solely with respect to any civil or criminal statutes providing for civil or criminal sanctions for unauthorized disclosures.

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

7.3.7 Right to Audit

The Respondent agrees to provide the City and or the NLPA and or the authorized representatives of the City and or the NLPA access to Respondent documents, papers, or other records pertinent to this RFR No. 2018-09 in order to make audits, examinations, excerpts and transcripts.

7.3.8 Use of the CITY and or the NLPA’s Name

No advertising, sales promotion or other materials of the Respondent and or its employees and or Respondent’s Parties may identify or reference the Contract, or the City and or the NLPA in any manner without obtaining the City and or NLPA’s prior written consent. As a condition of entering into a Contract, the Respondent further agrees to refrain from the following, absent the City and or the NLPA ’s prior written approval making any statement to the media:

(a) Regarding the subject matter of this RFR No. 2018-09 or the subsequent Contract; or,

(b) On any issue which is in the City and or the NLPA ’s judgment likely to cause the Respondent the City and or the NLPA staff to be viewed as anything other than neutral with respect to the subject matter of this RFR No. 2018-09 or subsequent Contract, or cast doubt on the competence or integrity of the City and or NLPA.

Failure to comply with this Section of this RFR No. 2018-09 by the Respondent shall constitute a material breach and, without limiting any other remedies the City and or the NLPA may have, shall entitle the City and or the NLPA to reject the RFR or terminate the subsequent Contract for default.

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Section 8. Standard Terms and Conditions

The provisions of Section 8 address standard Terms and Conditions that are applicable to the various aspects of this RFR No. 2018-09 Comprehensive Integrated On-Street Parking Citation Management Information System services for the NLPA’s On-Street Parking Program. These provisions, at the option of the City and or the NLPA, will likely be included in the Contract that is sent to the selected Respondent; however, the City and or the NLPA reserves the right to modify these provisions in order to be responsive to the terms of the business transaction. The Respondents are encouraged to raise questions regarding these terms and conditions prior to the submission of the Responses; however, any issues that Respondents raised in the Responses will be taken into consideration by the City and or the NLPA during evaluation.

8.1 Standard Invitation for RFR No. 2018-09

New London Parking Authority
160 Water Street, New London, CT 06320
Phone (860) 447-9490 - Fax (860) 439-1812

8.1.1 Standard Invitation for Responses and Contract Terms and Conditions

All Invitations for Responses (“IFR”) issued by the City of New London (City) and or New London Parking Authority will bind Respondents to the terms and conditions listed below, unless specified otherwise in any individual Invitation for Responses.

Incorporated by reference into the Contract are the provisions of Section 2-66 through 2-71 and Section 2-73 of the Code of Ordinances of the City of New London.

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

A. Submission of Responses

1. Responses must be submitted on forms supplied by the City of New London. Telephone, facsimile or e-mail Responses will not be accepted in response to an Invitation for Responses. An original and one (1) copy of the Response Form shall be returned to the Director of Parking/CEO in a separate envelop.

2. The date and time Responses are to be opened are given in each Invitation for Responses issued. Responses received after the specified date and time of the Response Opening given in each Invitation for Responses will not be considered. Response envelopes must clearly indicate the RFR number as well as the date and time of the Response Opening. The name and address of the Respondent should appear in the upper left-hand corner of the envelope.

3. Incomplete Response forms may result in the rejection of the Amendments to Responses received by the Director of Parking/CEO after the date and time specified for the Response Opening shall not be considered, Responses shall be computer prepared, typewritten or handwritten in ink. Responses submitted in pencil shall be rejected. A person duly authorized to sign Responses for the Respondent shall sign all Responses. Unsigned Responses shall be rejected. The person signing the Response Form, or their authorized designee must initial errors, alterations or corrections on both the original and copy of the Response Form to be returned. In the event an authorized designee initials a correction, there must be written authorization from the person signing the Response Form to the person initialing
the erasure, alterations or corrections. Failure to do so shall result in rejection of the RFR for those items erased, altered or corrected and not initiated.

4. Conditional Responses are subject to rejection in whole or in part. A conditional Response is defined as one that limits, modifies, expands or supplements any of the terms and conditions and or specifications of the Invitation for Responses.

5. Alternate Responses will not be considered. An alternate RFR is defined as one that is submitted in addition to the Respondent's primary response to the Invitation for Responses.

6. Prices should be extended in decimal, not fraction, to be net and shall include delivery and transportation charges fully prepaid by the Contractor to the destination specified in the Invitation for Responses and subject only to cash discount.

7. Pursuant to Sections 12-412 and 12-412(1) of the Connecticut General Statutes, the City of New London is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and or the State. Such taxes must not be included in the Response prices.

8. In the event of a discrepancy between the unit price and the extension, the lower price shall govern if the extended price divided by the number units is lower than the unit price.

9. By its submission the Respondent represents that the Response is not made in connection with any other Respondent submitting a Response for the same commodity (“service”) or commodities (“services”) and is in all respects fair and without collusion or fraud.

10. All Responses will be opened and read publicly and upon award are subject to public inspection after the contract negotiations for same commodity (“service”) or commodities (“services”).

B. Guaranty or Surety

11. Bid Bonds, Performance Bonds, and Labor and Material Bonds (Collectively stated as “Bonds”) will be required as specified below. Guaranty or Surety may be in the form of certified check. Bonds must meet the following requirements: Corporation — must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all of the partners and indicate they are "doing business as a single “Contractor"; Individual — must be signed by the owner and indicated as "Owner". The Surety Company executing the Bond(s) or countersigning must be licensed in Connecticut and an official of the Surety Company must sign the Bonds with the corporate seal affixed over the signature, Signatures of two (2) witnesses for both the principal and the Surety must appear on the Bond(s) Power of Attorney for the official signing the bond for the Surety Company must be submitted with the bond,

11.1 Bid Bond — Ten percent (10%) due at time of Bid for all contract services and public works/construction projects that exceed twenty thousand dollars ($20,000.00).
11.2 **Performance Bond** — One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars ($50,000.00).

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

C. **Award**

12. Award of the Contract will be made to the qualified Respondent whose submission is in the best interest of the City and or the NLPA and shall be based on net cost is in the best interest of the City and or the NLPA meets the City and or the NLPA’s specifications. The City of New London and New London Parking authority reserves the right to award the Contract to other than the low Respondent and to make multiple awards if deemed the award in in the best interest of the City.

13. The contractor who is selected to perform commodity ("service") or commodities ("services") for this RFR No. 2018-09, as a State project must comply with CONN. GEN. STAT. §§ 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State Law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended from time to time, (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic nondiscrimination certification with the Commission on Human Rights and Opportunities. Form can be found at http://www.ct.gov/opm/cwp/viewasp?a=2982&q=390928&opmNav_GlD=1806.

14. The City of New London allows a fifteen percent (15%) qualified local vendor preference. A qualified New London based business will be considered the lowest responsible Respondent if its Bid is within fifteen percent (15%) of the low Bid and it is willing to accept the award at the low Bid price. Any Respondent claiming to be a New London based business must provide documentation that all of its motor vehicles are registered in New London and that payment of all of its property and motor vehicle taxes are current.

15. The City of New London may reject any Respondent in default of any prior contract or guilty of misrepresentation or any Respondent with a member of its firm in default or guilty of misrepresentation.

16. The Director of Parking/CEO may correct inaccurate awards resulting from clerical or administrative errors,

D. **Other Requirements**

17. The City has an employment preference goal that jobs be offered to local residents on public prevailing wage projects (see https://www2.ctdol.state.ct.us/wageratesweb/WageRatesbyTown.aspx?Town=New
20. London with thresholds greater than $100,000 for renovation and $400,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a participating workforce comprised of twenty-five (25%) local residents of New London County, CT, with residents of the City of New London, CT getting a priority representing fifty percent (50%) of said participation, which will include twenty-five percent (25%) female and minority.

18. The City has an employee training preference goal that apprenticeship opportunities be made available for state licensed trades on public prevailing wage projects (see https://www2.ctdol.state.ct.us/wageratesweb/WageRatesbyTown.aspx?Town=New London with thresholds greater than $100,000 for renovation and $400,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a minimum of ten percent (10%) of the workforce per state licensed trade as apprentices and, of this number; a minimum of fifty percent (50) shall be in the first year of apprenticeship training.

E. Contract

19. The existence of a contract shall be determined in accordance with the requirements set forth above.

20. The Contractor shall not assign or otherwise dispose its contract or its right, title or interest, or its power to execute such contract to any other person, firm or corporation without the prior written consent of the City of New London.

21. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for the City of New London to purchase these commodities or services on the open market. The contractor agrees to promptly reimburse the City of New London for excess cost of these purchases. The purchases will be deducted from the contracted quantities.

22. The Contractor agrees to hold the City of New London harmless from liability of any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the Contract; Guarantee its products against defective material or workmanship; repair damages of any kind, for which it is responsible to the premises or equipment, to its own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc., and to give all notices and comply with all requirements of the City of New London, the State of Connecticut and the U.S. Government.

23. Insurance requirements generally apply to contract services, professional services and public works improvement/construction projects. The Contractor will carry commercial general liability insurance to protect the City of New London from loss. The following minimum limits shall be met:

- **Bodily Injury and Property Damage** — One million dollars ($1,000,000.00) each occurrence; two million dollars ($2,000,000.00) aggregate.

- **Products or Completed Operations** — One million dollars ($1,000,000.00) each occurrence; two million dollars ($2,000,000.00) aggregate.
23.3 Professional Liability (Errors and Omissions) Coverage appropriate to the contractor's operations — Two million dollars ($2,000,000.00) each occurrence.

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

23.5 Workers’ Compensation Coverage - Will be in accordance with State of Connecticut requirements at the time of RFR.

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

The City requires that the aggregate limits be maintained by the Contractor as required. It is the responsibility of the Contractor or his representative to notify the City if ever or whenever claims reduce the General Aggregate below One million dollars ($1,000,000.00). The Contractor shall require all subcontractors to carry the same forms and minimum coverages that it is required to provide. Evidence of these coverages must be provided to the City of New London Director of Parking/CEO prior to the contractor or subcontractor coming onto the work site.

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

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

F. Delivery

25. All products and equipment delivered must be new unless otherwise stated in the Response specifications.

26. All deliveries will be to the locations specified by the City of New London. The City of New London does not have a loading dock therefore all Contractors will be
responsible for inside delivery without assistance from City of New London personnel.

27. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.

28. Charges against a Contractor shall be deducted from current obligations. Money paid to the City of New London shall be payable to the Treasurer, City of New London.

G. Saving Clause

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

H. Advertising

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

I. Rights

31. The City of New London has sole and exclusive right and title to all printed material produced for the City of New London and the Contractor shall not copyright the printed matter produced under the Contract.

32. The Contractor assigns to the City of New London all rights, title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the Connecticut General Statutes. This assignment occurs when the contractor is awarded the contract.

33. The Contractor agrees that it is in compliance with all applicable federal, state and local regulations, including but not limited to Connecticut General Statutes Section 7-148i. The Contractor also agrees that it will hold the City of New London harmless and indemnify the City of New London from any action which may arise out of any act by the Contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.

34. Executive Orders

The Contract is subject to the provisions of:

34.1 Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices;

34.2 Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings;

34.3 Section 16 of Public Act 91-58, nondiscrimination regarding sexual orientation; and,

34.4 Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of
which are incorporated into and are made a part of the Contract as if they had been fully set forth in it.

At the Contractor’s request, the City and or the NLPA shall provide a copy of these orders to the Contractor.

8.2 One-Time Purchase.

RFR No. 2018-09 Comprehensive Integrated On-Street Parking Citation Management Information System is a one-time purchase.

8.2.1 Availability of Funds

This procurement is subject to the availability of funds and approval of the NLPA Board of Commissioners and all appropriate parties in the City Administration and Council.

8.2.2 Commencement of Term

The selected Respondent will be expected to commence on an agreed upon date following execution of the Contract(s) by all appropriate parties.

8.3 The Contractor

The Contractor shall be the sole point of contact for the on-street parking management and operations project and shall be responsible for the delivery and or performance of all services under the executable Contract. The Contractor shall not subcontract any work under the Contract to any other Firm except as may be identified in the RFR and permitted under the Contract. The Contractor shall be entirely responsible for all actions and work performed by its Respondent’s Parties. All terms, conditions, and requirements of the Contract will apply without qualification to any services and work performed by any Respondent Party of the Contractor.

8.4 Authorized to Work on Project

The Contractor shall certify that all personnel are legally authorized to perform work under the Contract, pursuant to state and federal guidelines, policy, mandates and statutes, and shall further attest, under penalty of perjury, that all proposed personnel assigned by the Contractor or any approved Respondent Party staff, whether identified by name in the Contract or not, are one of the following:

(a) A citizen or national of the United States;

(b) A lawful permanent resident; or,

(c) Otherwise authorized to work in the United States until such individual’s Project responsibilities have been fulfilled.

The Contractor shall further represent that each individual assigned at any time to perform work under the Contract will be in compliance with the requirements of this section and shall acknowledge that the City and or the NLPA reserves the right to audit the Contractor’s records for compliance with this section.

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

8.5 News Releases

The City and or the NLPA is the only entity authorized to issue news releases relating to this RFR No. 2018-09, its evaluation, award, or any contract and performance there under.
8.6 Deliverables and Payment
The Contractor will receive the payments upon approval by the City and or NLPA’s Contract Administrator, of the invoices as set forth in the Contract.

8.7 Inspection and Approval of Work
The Contractor will permit the City’s duly authorized representative and or NLPA’s Project Administrator to inspect and audit all work, material and other data and records connected with the Contract.

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

8.9 Responsibility to Its Employees
The Contractor accepts full responsibility for payment of unemployment insurance, workers’ compensation, and social security, as well as all income tax deductions, and any other taxes or payroll deductions required by the law for its employees engaged in the work authorized by the Contract.

8.10 Organization of Project Team
8.10.1 Organization of the Project Team
The City and or the NLPA and the Contractor shall be mutually responsible for organizing a Project team consisting of the Contractor’s Key Personnel and NLPA’s Project staff. The Contractor shall provide a graphical representation of the Project team organization. The Contractor shall have no supervisory or other control over any NLPA staff.

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

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

8.10.3 Communications
All communications between the Contractor and the City and or the NLPA Project team and or any outside party must be through the NLPA’s Project Administrator.

8.11 Option of Obtaining Services Outside of the Contract Resulting from RFR No. 2018-09
The City and or the NLPA reserves the right to contract separately for other services within the scope of this Project, when in the best interest of the City and or NLPA.
8.12 Legal Terms and Conditions

All Respondents must adhere to the following legal, procedural and policy conditions and requirements and shall clearly state its compliance in this RFR No. 2018-09. These conditions and requirements shall form the basis of the Contract that will be transmitted upon conditional award. In the event the Respondent objects to specific conditions and requirements in this RFR No. 2018-09 the Respondent's Response shall: (1) include a clear statement of its rationale for the objection; (2) provide recommended supplemental provisions (consistent with the verbiage used throughout the conditions and requirements) for the City and or the NLPA’s consideration; and, (3) include a statement of the ways and means that the recommended provisions would correct the claimed deficiency, while maintaining fairness to both parties. IT IS NOT ACCEPTABLE to simply replace the City and or the NLPA provision with a Respondent’s supplemental provision. While this requirement does not constitute a negotiation of the terms of an eventual Contract the City and or the NLPA seeks to elicit enough information in order to assess the expectations of the Respondent with respect to these conditions and requirements.

During the procurement process and the evaluation of the Responses the objections shall be taken into account by the City and or the NLPA and MAY BE THE BASIS FOR REJECTION OF THE RESPONDENT or Response. Following the conditional award, if City and or NLPA cannot reach consensus with the Respondent within a reasonable time, City and or NLPA shall start the RFR process again by the re-issuance of this RFR No. 2018-09 or Successor RFR.

Each Respondent shall address the following items:

8.12.1 Discrimination in Employment or Housing by the Contractor

As a condition of the Contract with City and or NLPA, the Contractor acknowledges and agrees that it shall not discriminate in either employment (see “Schedule G”) and or housing (see “Schedule G”) as more fully set forth in the applicable provisions of federal and state law and the City’s regulation as presently in full force and effect or, as may be amended, from time to time. Such prohibition shall extend and be applicable to all Respondent’s Parties let or awarded and all contracts let or awarded by either City and or NLPA or the Contractor.

- **8.12.1.1 NONCOMPLIANCE** with the provisions of Harassment and Discrimination Policy Statement (see “Schedule F”) and Chapter 13.1, Article II, Fair Housing Ordinance (see “Schedule G”) of the New London Code of Ordinances, as may be amended from time to time, shall be grounds for cancellation, termination or suspension of the Contract, in whole or part, by City and or NLPA.

8.12.2 Due Diligence Representations and Warranties

The Contractor shall agree to the representations and warranties pertaining to Due Diligence in Section 7.2 of this RFR No. 2018-09.

8.12.3 Freedom of Information Act and Public Records

The Contract may be subject to the provisions of C.G.S., §§1-218. In accordance with this section, each contract in excess of two million five hundred thousand dollars ($2,500,000) between a public agency and a Person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a Person who is denied the right to inspect
or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of C.G.S., §§1-205 and 1-206.

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

8.12.5 Indemnification and Hold Harmless
Contractor shall indemnify, defend and hold harmless the City of New London and the New London Parking Authority, and their respective agents, officials, employees, successors and assigns (collectively, the “Indemnites”) from and against any and all loss and liability (statutory or otherwise), claims, demands, actions, causes of action, suits, judgments, costs, executions, interest and expense whatsoever (hereinafter, individually and collectively, a "Claim" or "Claims"), in law or in equity, which arise from or in connection with Contractor's performance or failure to perform hereunder and or any other act, error or omission which occurs or fails to occur on the part of Contractor or any of its directors, officers, partners, members, agents or employees under or in connection with the Contract or the service(s) contracted during the term hereof. Contractor’s obligations to indemnify and hold harmless the Indemnites as aforesaid shall include, but not be limited to, protecting the Indemnites from all Claims for or arising from:

(i) any failure by Contractor to pay for any goods or services obtained by it hereunder,
(ii) any negligent act, error or omission on the part of Contractor or any of its directors, officers, partners, members, agents or employees in the acquisition or provision of any goods or services hereunder, and
(iii) any injury (including death) to persons, or damage to real or personal property (including the loss of use thereof and environmental contamination), which results from any act, error or omission on the part of Contractor or any of its directors, officers, partners, members, agents or employees under or in connection with the Contract.

In case any action or proceeding is brought against any of the Indemnites by reason of any matter which is the subject of the foregoing indemnity, Contractor shall pay all costs of investigation and defense (including, but not limited to, all court costs, reasonable attorneys’ fees, and out-of-pocket expenses), and all losses and liabilities which result therefrom. The provisions of this Section shall survive the expiration or earlier termination of the Contract.

8.12.6 The Contractor’s Insurance and Bonding Requirements
The Contractor shall purchase and maintain such insurance as will protect it and the other parties specified or referenced within this RFR No. 2018-09 and subsequent Contract from claims identified below, which may arise out of or result from the Contractor’s performance of services under the Contract. This shall be the case, whether such operations are by the Contractor or by any Respondent’s Parties or by anyone Contractor shall purchasable. Additionally, Contractor shall purchase and maintain any and all performance bonds as may be required by the laws of the State of Connecticut and or City of New London.
At least ten (10) days before the Contract is executed and prior to performing any services thereunder the Firm will be required to file with the City and or the NLPA a certificate of Insurance, executed by an insurance company or authorized representative satisfactory to the City and or the NLPA and in an acceptable form. The policy shall name the “City of New London and New London Parking Authority” as additional insureds and state that, with respect to the RFR, the Firm carries insurance in accordance with the following requirements or will obtain such insurance for the duration of the Contract.

8.12.6.1 The Contractor shall purchase and maintain for the duration of the Contract, including any and all extensions or renewals thereof as described and noted in Section 8.1.1.E.23 in this RFR No. 2018-09.

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

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

8.12.6.3 All references in this Section of this RFR No. 2018-09 to a "deductible" shall be deemed to mean a deductible and or a self-insured retention. No policy required to be procured by Contractor pursuant to the Contract shall be subject to a deductible or similar provision limiting or reducing coverage. If any person is owed, pursuant to any policy required hereunder, any sum which is subject to a deductible, Contractor shall pay such deductible. Contractor agrees that it will not carry or be the beneficiary of any insurance insuring Contractor or any other person or entity against the risks for which insurance is required to be maintained pursuant to this Section unless the insurance and insurance carriers otherwise comply with the terms of this Section of this RFR.

8.12.6.4 The City and or the NLPA shall be included as additional insureds for all insurance policies required hereunder, other than for Workers' Compensation coverage. ACCORDINGLY, THE FOLLOWING UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE ACORD INSURANCE CERTIFICATE: The New London Parking Authority and the City of New London are included as Additional Insureds, ATIMA. Each Certificate of Insurance shall provide not less than
a thirty (30) day notice to the City and or the NLPA of any cancellation, reduction or other material change in the coverage to be provided under any of the insurance required hereby. The certificates of the policy or policies evidencing such coverages shall be delivered to the City and or the NLPA upon the execution hereof and at least thirty (30) days prior to the anniversary date thereof each year thereafter.

8.12.6.5 All insurance policies referred to in this Section shall provide that any losses thereunder shall be adjusted with the City and or NLPA, and that any loss thereunder shall be payable to the City and or the NLPA as their interests may appear as additional insureds. Neither party shall unreasonably withhold or delay its endorsement to any insurance check payable hereunder.

8.12.6.6 It is agreed between the parties hereunto that the amounts of insurance in the Contract do not, in any way, limit the liability of Contractor to the Indemnitees by virtue of its promise to indemnify and hold harmless the Indemnitees so that in the event that any Claim results in a settlement or judgment in an amount in excess of the amount of insurance coverage carried by Contractor, Contractor shall be liable to the Indemnitees for the difference, plus all fees and expenses incurred in collecting the same, all at Contractor’s sole cost and expense.

8.12.6.7 Insurance requirements and coverages may be reviewed from time to time during the term of the Contract and all extensions and renewals hereof. Contractor agrees to comply with any and all reasonable insurance requirements or modifications made by the City's Risk Manager.

8.12.6.8 Cancellation or other termination of insurance policies required by the Contract without immediate replacement thereof may be considered a default under the Contract. Contractor agrees that such default may be cured by procurement of insurance on behalf of Contractor, at Contractor's expense, and deducted from any amounts otherwise due to Contractor under the Contract or any other contract with the City and or the NLPA, at the City and or the NLPA 's option.

8.12.6.9 Production of Insurance Policies: The Contractor shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the City and or NLPA. In providing said policies, the Contractor may redact provisions of the policy that are proprietary. This provision shall survive the suspension, Expiration or Termination of the Contract.

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

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

The Contractor shall carry and maintain such insurance at all times during all terms of the Contract, and during the time that any provisions survive the Termination or Expiration of the Contract.
8.12.7 Failure to Maintain Insurance
In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City and or the NLPA may, at its option, purchase insurance and invoice or offset the Contractor’s invoices for the cost of said insurance.

8.12.8 Entire Contract
The Contract entered into by the Contractor and the City and or NLPA, together with the schedules, exhibits and other attachments, all of which are incorporated into the Contract by this reference, shall be the entire Contract between the parties with respect to parking management and operation services, and shall supersede all prior agreements, Responses, offers, counteroffers and understandings of the parties, whether written or oral. Further, no alteration, modification or interpretation of the Contract shall be binding unless in writing and signed by both parties. The Contract shall be entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract. The City and or the NLPA and the Contractor will participate in the drafting of the Contract and any ambiguity contained in the Contract shall not be construed against the City and or the NLPA or the Contractor solely by virtue of the fact that either the City and or the NLPA or the Contractor may be considered the drafter of the Contract or any particular part of it.

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

8.12.10 Representations and Warranties
The Contractor shall represent and warrant to the City and or the NLPA for itself, the applicable Agents, Consultants, Contractor Parties, Partners, Subcontractors and other entities, that:

8.12.10.1 They are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and performance of the RFR and the Contract and have the power and authority to execute, deliver and perform their obligations under the Contract;

8.12.10.2 They will comply with all applicable local, state and federal laws and municipal ordinances in satisfying their obligations to the City and or the NLPA under and pursuant to the Contract;

8.12.10.3 The execution, delivery and performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and or lapse of time) a default under any of the following, as applicable: (a) any provision
of law; (b) any order of any court; or (c) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

8.12.10.4 The Contractor can re-certify and up-date the disclosures request as set forth in **Section 8.1.1.E.23, Section 8.9, Section 8.12.6, Section 8.12.7, Section 8.12.10** and **Schedule B** of this RFR No. 2018-09;

8.12.10.5 The Contractor have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;

8.12.10.6 To the best of their knowledge, there are no claims involving the Contractor, or applicable Respondent’s Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract;

8.12.10.7 The Contractor shall disclose, to the best of their knowledge, to the City and or the NLPA in writing any claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such claims. For purposes of the Contractor’s obligation to disclose any claims to the City and or the NLPA, the ten (10) days in the section of the Contract concerning disclosure of Contractor litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;

8.12.10.8 The Response was not made in connection or concert with any other person, entity or Respondent, including any affiliate of the Respondent, submitting a RFR for the same Goods or Services, and is in all respects fair and without collusion or fraud;

8.12.10.9 The Contractor shall be able to perform under the Contract using their own resources or the resources of a party who is not a Respondent;

8.12.10.10 The Contractor shall obtain in a written agreement with any Respondent’s Parties, all of the representations and warranties in this section, and to require that provision to be included in any contracts and purchase orders with such Respondent’s Parties;

8.12.10.11 The Contractor have paid all applicable workers’ compensation second injury fund assessments concerning all previous work done in the State of Connecticut;

8.12.10.12 The Contractor have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

8.12.10.13 The Contractor owe no unemployment compensation contributions;

8.12.10.14 The Contractor are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
8.12.10.15 All of the Contractor’s vehicles have current registrations and insurance and, unless such vehicles are no longer in service, they shall not allow any such registrations or insurance to lapse;

8.12.10.16 Each Respondent’s Party has vested in the Contractor plenary authority to bind them to the full extent necessary or appropriate to ensure full compliance with and performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) calendar days after receiving a request from the City and or NLPA, such information as the City and or the NLPA may require to evidence, in the City and or NLPA’s sole determination, compliance with this section;

8.12.10.17 Except to the extent modified or abrogated in the Contract, all title shall pass to the City and or the NLPA upon complete installation, testing and Acceptance of the Goods, Components or Services and payment thereof by the City and or NLPA;

8.12.10.18 If either party Terminates the Contract, for any reason, the Contractor shall relinquish to the City and or the NLPA all title to the Goods or Components delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the City and or NLPA;

8.12.10.19 With regard to third party products provided with the Goods and Components, the Contractor shall transfer all licenses which the Contractor and Respondent’s Parties are permitted to transfer in accordance with the applicable third-party license;

8.12.10.20 The Contractor shall not copyright, register, distribute or claim any rights in or to the Goods or Components after the effective date of the Contract without the City and or NLPA’s prior written consent;

8.12.10.21 The Contractor either own or have the authority to use all title of and to the Goods and Components, and that such title is not the subject of any encumbrances, liens or claims of ownership by any third party;

8.12.10.22 The Goods or Components do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

8.12.10.23 The City and or NLPA’s use of any Goods or Components shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

8.12.10.24 If the Contractor procure any Goods or Components, they shall sublicense such Goods or Components and that the City and or the NLPA shall be afforded the full benefits of any manufacturer or Subcontractor licenses for the use of the Goods or Components; and

8.12.10.25 The Contractor shall assign or otherwise transfer to the City and or the NLPA or afford the City and or the NLPA the full benefits of any manufacturer’s warranty for the Goods or Components, to the extent that such warranties are assignable or otherwise transferable to the City and or NLPA.

8.12.11 Debarment or Suspension

Suspended or debarred companies, suppliers, material men, lessors or other vendors may not submit Responses for the City and or the NLPA contract or participate under the terms of the Contract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.
8.12.11.1 The signature on the Contract by the Contractor shall constitute certification that, to the best of its knowledge and belief, the Contractor or any Person associated therewith in the capacity of owner, partner, director, officer, principal investigator, Project director, manager, auditor or any position involving the administration of federal or State funds:

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

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

8.12.12.1.3 Is not presently indicted for or otherwise criminally or civilly charged by a Governmental Authority with commission of any of the offenses enumerated in sub-section 7.3.4.2 of this certification; and,

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

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

8.12.12.2.1 The prospective lower tier participant certifies, by submission of this RFR No. 2018-09, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Governmental Authority.

8.12.12.2.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this RFR No. 2018-09.

8.12.12 Events of Default and Remedies

8.12.12.1 Events of Default: In addition to any other provisions reference in the Contract, any of the following occurrences or acts shall constitute an Event of Default under the Contract:

8.12.12.1.1 Whenever Contractor shall do, or permit anything to be done, whether by action or inaction, contrary to any of the covenants, agreements, terms or provisions contained in the Contract which on the part or behalf of Contractor are to be kept or performed, and Contractor
fails to correct any such breach within ten (10) days after Contractor’s receipt of written notice of such breach from the City and or NLPA; or

8.12.12.1.2 If any determination shall have been made by competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that Contractor’s management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to Contractor’s performance of the Contract; or

8.12.12.1.3 Whenever an involuntary petition shall be filed against Contractor under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or a receiver of Contractor or of or for the property of Contractor shall be appointed without the acquiescence of Contractor, or whenever the Contract or the unexpired balance of the term would, by operation of law or otherwise, except for this provision, devolve upon or pass to any person, Firm or corporation other than Contractor or a corporation in which Contractor may be duly merged, converted or consolidated under statutory procedure, and such circumstance under this subparagraph shall continue and shall remain undischarged or unstayed for an aggregate period of sixty (60) days (whether or not consecutive) or shall not be remedied by Contractor within sixty (60) days;

8.12.12.1.4 Whenever Contractor shall make an assignment of the property of Contractor for the benefit of creditors or shall file a voluntary petition under any bankruptcy or insolvency law, or whenever any court of competent jurisdiction shall approve a petition filed by Contractor under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever a petition shall be filed by Contractor under the arrangement provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever Contractor shall desert or abandon the service(s) contracted; or

8.12.12.1.5 If any competent authority shall have determined that Contractor is in default of any federal, state or local tax obligation; or

8.12.12 Election of Remedies: If any Event of Default hereunder shall have occurred and be continuing, the City and or the NLPA may elect to pursue any one or more of the following remedies, in any combination or sequence:

8.12.12.2.1 Take such action as it deems necessary, including, without limitation, the temporary withholding or reduction of payment;

8.12.12.2.2 Suspend Project operation;

8.12.12.2.3 Require Contractor to correct or cure such default to the satisfaction of the City and or NLPA; and or

8.12.12.2.4 Terminate the Contract for cause in accordance with Section 8.12.13.1 hereof.

The selection of any remedy shall not prevent or stop the City and or the NLPA from pursuing any other remedy and shall not constitute a waiver by the City and or the NLPA of any other right or remedy.
8.12.13 Termination.

8.12.13.1 Termination for Cause: Upon the occurrence of any Event of Default, as set forth in Section 8.12.12 or as otherwise set forth in the Contract hereof, the City and or the NLPA may terminate the Contract by giving five (5) days' prior written notice thereof to Contractor.

8.12.13.2 Termination for Non-availability of Funds: In the event the City and or the NLPA shall not have funds available for the Project, the City and or the NLPA may terminate the Contract on thirty (30) days' prior written notice thereof to Contractor.

8.12.13.3 Termination at Will: Notwithstanding any provisions in the Contract, the City and or NLPA, through a duly authorized employee, may terminate the Contract whenever the City and or the NLPA makes a written determination that such Termination is in the best interests of the City and or NLPA. The City and or the NLPA shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete performance under the Contract prior to such date.

8.12.13.4 Payment Upon Termination: In the event the Contract is terminated pursuant to Section 8.12.13.3 above, the City and or the NLPA shall make full payment to Contractor for all Services performed in accordance with the Contract up to and including the date of termination within sixty (60) days of such date of termination and presentation of Contractor's invoices therefore in accordance with Section 8.12.13.3 above.

8.12.13.5 Termination Not Breach: Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the City and or NLPA.

8.12.13.6 Termination City and or NLPA Reserve Right: In the event the City and or the NLPA shall terminate the Contract under this provision or the Contractor abandons operation, the City and or the NLPA reserves the right to enter into a new Contract with others and to pursue its rights under the Contract as against the Contractor and or its surety.

8.12.14 Remedies and Liquidated Damages

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

8.12.15 Contractor Changes.

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

8.12.16 Key Personnel and Approved Subcontractors

8.12.16.1 Contractor Key Personnel: Each of the Contractor’s Key Personnel, as described in Section 6.2.4.5 of this RFR No. 2018-09 and as set forth in the Firm’s Response, shall have the functions assigned as set forth in the Contract, as may be modified, from time to time, to meet the requirements of the service(s) contracted, the City and or the NLPA shall have the right to interview, as deemed necessary, and the Contractor shall not designate any Contractor key personnel without consulting with the City and or the NLPA’s Contract Administrator and Project Administrator, to assure any mutually acceptable replacements. However, pending the City and or the NLPA's approval of an individual proposed by the Contractor to be a Contractor key personnel, the Contractor may designate an individual to serve in that position on an interim basis.

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

8.12.16.3 Replacement of Key Personnel: If any one of the Contractor Key Personnel is reassigned, becomes incapacitated, or ceases to be employed by the Contractor and therefore becomes unable to perform the assigned functions or responsibilities, the Contractor shall promptly replace such person with another qualified person in consultation with the City and or the NLPA’s Contract Administrator and Project Administrator. In the event of reassignment, the Contractor shall provide reasonable notice to the City and or the NLPA, taking into account the status of the Project and the schedule pertaining thereto. At the beginning of each new phase, if any, or at the milestone for a deliverable, if any, the parties shall agree on any modifications to the Contractor key personnel as set forth in the Contract, taking into account career development, the best interests of the Project and other similar issues.

8.12.16.4 City and or NLPA Key Personnel: The City and or the NLPA Key Personnel shall be identified in the Contract. The City and or the NLPA realizes that continuity of personnel is an important element of a successful Project and will make reasonable efforts to retain the personnel in the roles to which they are assigned.

8.12.16.5 The City and or the NLPA Right to Review Subcontractors recommended by the Contractor: The Contractor may enter into written Subcontract(s) for performance of certain of its functions under the Contract in the manner described in the Contract. The Contractor represents that there are no legal issues or impediments that would interfere with the performance of the Contract by any approved Subcontractor. The Contractor shall be wholly responsible for the entire performance of the Contract whether or not approved Subcontractors are used. The
Contract shall contain a list of the approved Subcontractors as of the effective date of the Contract. Furthermore, the City and or the NLPA reserves the right to review any additional Subcontractors for the Contract, who, once approved, shall be deemed to be approved Subcontractors, and to request that the Contractor replace approved Subcontractors who are found at any time to be unacceptable.

8.12.16.6 **The Contractor's Continuing Obligation Regarding Subcontractors:** In the event the Contractor has provided or recommended third-party system and or Components as specified in the exhibits to the Contract, the City and or the NLPA shall allow the Contractor to subcontract to provide the necessary system and or Components and obtain the appropriate warranties relating thereto to ensure compliance with the warranty and maintenance provisions of the Contract. Moreover, the Contractor shall have the continuing obligation to identify all of its Subcontractors and provide the City and or the NLPA with copies of all agreements with said Subcontractors, with the exception of the financial terms thereof, unless otherwise required by law.

8.12.16.7 **Objections to Assignment of Personnel or Subcontractors:** In the event either party has an objection to the assignment of personnel or a Subcontractor, the party shall file the objection in writing with the reasons enumerated therefore. The parties shall jointly consult on corrective action and handle objections on a case-by-case basis. This provision shall not be deemed to give the City and or the NLPA the right to require the Contractor to terminate any Contractor employee or approved Subcontractor; it is intended to give the City and or the NLPA only the right to require that the Contractor discontinue using an employee or approved Subcontractor in the performance of services rendered under the Contract.

8.12.17 **State Fiscal and Product Performance Requirements**

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

8.12.18 **Disputes**

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

**8.13 Legal Terms and Conditions Applicable to Services and Warranties**

**8.13.13 Performance of Services and Warranties**

8.13.13.1 All Services shall be performed by Contractor in a timely and good workmanlike manner and in accordance with:
(i) Sound on-street parking management and operations service(s) and operations practices of, and pursuant to a standard of care exercised by, parking service providers performing similar on-street parking management and operation services under like circumstances in the United States and Canada;

(ii) Any and all instructions, guidance and directions provided by the City and or the NLPA to Contractor;

(iii) The Contract; and,

(iv) Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction, including but not limited to those ordinances of the City pertaining to affirmative action (see “Schedule H”) and living wage (see “Schedule D”) (collectively, the “Standards”).

8.13.13.2 For the entire term of the Contract, including any extensions thereto from the date of installation of any system equipment and materials (the “Warranty Period”) the Contractor warrants the workmanship, equipment, and materials furnished under the Contract against defects. If during or at the end of the Warranty Period the City and or the NLPA determines that any of such workmanship, equipment or materials is or has become defective, Contractor shall, at its own cost and expense, promptly repair or replace such defective workmanship, equipment or materials in order to render the same to the same condition as warranted above. Any repairs to or replacements of such workmanship, equipment or materials required under this Section 8.13.13.2 must be approved by the City and or the NLPA before Contractor may commence performance of such repairs or replacements, and all such approved repairs and replacements shall be performed in accordance with all applicable Standards. In connection therewith, Contractor shall obtain all warranties and guaranties for all materials and equipment furnished hereunder by Contractor that are assignable to the City and or NLPA. Contractor shall assign such warranties and guaranties to the City and or the NLPA upon the Acceptance Date. Contractor’s obligations under this Section 8.13.13.2 shall survive the termination or expiration of the Contract.

8.13.14 Warranty Period

The Warranty Period shall begin upon completion of installation of any equipment, software and materials and acceptance by the City and or the NLPA thereof and will end upon termination of the Contract, including any extensions thereto. During this time the Contractor shall be responsible for any equipment, software and material at its own expense.

By mutual agreement in the Contract, the City and or the NLPA and Contractor may enlist the services of an outside arbitrator who would resolve such situations and whose decision would be final.

8.13.15 Warranty

The Respondent shall set forth a warranty provisions taking into account the operational and system requirements of this RFR No. 2018-09.
8.13.16 Warranty Service Standards
The Respondent shall set forth a detailed explanation of the warranties and warranty services for the any equipment and material installed in the NLPA’s On-Street Parking Program.

8.13.17 Warranties of Commercially Available Products
The Respondent shall agree to a provision pertaining to commercially available products, taking into account the requirements of this RFR No. 2018-09.

8.13.18 Implied Warranties
The Contract shall include a provision taking into account the requirements of this RFR No. 2018-09.

8.13.19 Inspection of Work Performed
All Contractor work shall be open for inspection at any time as required by the Project Administrator.

8.13.20 Readiness of Systems
The Firms’ management must warrant, represent and certify in the Transmittal Letter that their respective Response is from a proficient Firm experienced in performing on-street management and operation services without limitation to the installation of systems and related products (workstations, held-held devices, license plate recognition hardware, software, materials, etc.) to ensure compliance with the City’s parking regulations and increase turnover parking for continued public availability as needed.

8.13.20.1 The systems and related products (workstations, held-held devices, license plate recognition hardware, software, materials, etc.) utilized in response to this RFR No. 2018-09, are commercially available and or proprietary products that may be modified in order to meet the requirements of this RFR No. 2018-09 are currently manufactured and or available for general sales, lease, or licenses on the date the RFR is submitted, unless an supplemental approach to the RFR requirements are otherwise agreed to by the City and or NLPA. Any proprietary products, commercially available and or proprietary products that may be modified in order to meet the requirements of this RFR must be identified as such.

8.13.20.2 Non-Acceptance of System: Failure of systems and related products (workstations, held-held devices, license plate recognition hardware, software, materials, etc.) utilized to be operate in a manner conducive to meeting the requirements of this RFR No. 2018-09 shall result in the City and or NLPA's withholding of payment.

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

The City and or the NLPA shall promptly, after receiving notice of the commencement or threatened commencement of any action or proceedings pertaining to an alleged infringement of any intellectual property right with respect to Component(s) provided or recommended by the Contractor, notify the Contractor of such claim. No failure to promptly notify the Contractor shall relieve the Contractor of its indemnification obligations except to the extent that the Contractor can demonstrate specific injury attributable to such failure. Within thirty (30) days following receipt of written notice from the City and or the NLPA relating to such claim, the Contractor shall notify the City and or the NLPA in writing that it will assume control of the defense and settlement of that claim, unless the City and or the NLPA requires an earlier response from the Contractor, which shall not be less than ten (10) days.

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

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

8.13.20.3.3 The Contractor need not indemnify the City and or NLPA, however, if the claim of infringement is caused by (i) the City and or NLPA’s misuse or unauthorized modification of the Component(s); (ii) the City and or NLPA’s failure to use corrections or enhancements designed to avoid the infringement and delivered by the Contractor; (iii) the City and or NLPA’s use of the Component(s) in combination with any product or information not owned, developed or recommended by the Contractor; or, (iv) the City and or NLPA’s distribution, marketing or use for the benefit of third parties of the Component(s).

8.13.21 Project Manager

For the Term of the Contract, the Contractor’s Project Manager shall be on-site in Connecticut at least 50% of the work days of any given calendar month, unless otherwise agreed upon with the City and or NLPA’s Project Administrator.

8.13.22 Antitrust

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

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

8.13.23 Taxes-Federal, State and Local

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

8.14 Required Forms and Certifications

8.14.1 Nondiscrimination

References in this section to "contract" shall mean the Contract and references to "Contractor" shall mean the Respondent and its Respondent Parties.

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

(a) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;

(b) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

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

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

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

8.14.1.2 If the contract is a public works contract, the Contractor agrees and warrants that he will employ minority business enterprises as Subcontractors and suppliers of materials on such public works Project at participation percentages set forth in all applicable City of New London, State of Connecticut, and United States of America laws, ordinances, regulations, rules, statutes and the Charter of the City of New London, as may be amended from time to time. To the extent this is a Public Works Contract, the Contractor shall be held to a fifteen (15%) percent Minority Business Enterprise ("MBE") standard. Prior to entering into the contract, the Contractor shall provide the City and or the NLPA or such political subdivision of the City and or the NLPA with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such Contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, “contract” includes any extension or modification of the contract, and “Contractor” includes any successors or assigns of the Contractor.

8.14.1.3 "MBE" means any small Contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (a) who are active in the daily affairs of the enterprise, (b) who have the power to direct the management and policies of the enterprise and (c) who are members of a minority, as such term is defined in subsection (a) of C.G.S., §32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

8.14.1.5 The Contractor shall include the provisions of Section 8.13.1.1, above, in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the City and or the NLPA and such provisions shall be binding on a Subcontractor, vendor or manufacturer unless exempted by regulations or orders of
the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S., §46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the commission, the Contractor may request the City and or the NLPA to enter into any such litigation or negotiation prior thereto to protect the interests of the City and or the NLPA and the City and or the NLPA may so enter.

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

(a) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(b) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(c) The Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to C.G.S., §46a-56;

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

8.14.1.7 The Contractor shall include the provisions of Section 8.13.1.1, above, in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the City and or the NLPA and such provisions shall be binding on a Subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S., §46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the commission, the Contractor may request the City and or the NLPA to enter into any such litigation or negotiation prior thereto to protect the interests of the City and or the NLPA and the City and or the NLPA may so enter.

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

The Contractor shall certify compliance with and the jurisdiction of the City of New London Living Wage Ordinance as set forth in §§03-03-14-4 et. seq. of the New London Code of Ordinances (see “Schedule E”), as may be amended from time to time. An information sheet (see “Schedule E”) regarding this ordinance is enclosed herein for reference.


The Contractor shall certify compliance with and jurisdiction of to Affirmative Action/Equal Employment Opportunity Policy Statement et. seq. of the New London Code of Ordinances (see “Schedule H”), as may be amended from time to time as it relates to Equal Employment Opportunity Employment. A copy of said code section is enclosed herein for reference. Accordingly, the Contractor shall complete and submit a “RESPONDENT’S EEO REPORT” form enclosed herein (see “Schedule H”).

8.15 Duly Noted

The parties specifically agree that, if there are any terms and conditions in sections 8.2 through 8.12 that are inconsistent with any terms and conditions set forth in section 8.1, the terms and conditions in section 8.1 shall supersede and control said inconsistencies.”
Section 9.  Glossary of Defined Terms

“ATIMA”  As Their Interests May Appear.

“Authorized Representative”  Respondent must be registered by the State of Connecticut to perform on-street parking management and operations services.

“BAFR”  Best and Final Response.

“Respondent”  The on-street parking management and operations services Contractor or Entity or Firm or Vendor responding to this RFR No. 2018-09 On-street parking management and operation services for the NLPA’s On-Street Parking Program.

“Respondent Parties”  Any Agents, Consultants, Contractor Parties, Partners, Subcontractors and other entities work and fully responsible for the development and implementation of all on-street parking management and operations services and deliverables to the City and or NLPA.

“C.G.S.”  The Connecticut General Statutes, as amended from time to time.


“Competitive Negotiation”  As defined in §2-549 of the Code of Ordinances of the City of New London.

“Conditional RFR”  A RFR that limits, modifies, expands or supplements any of the terms and conditions and or specifications of the Invitation for Responses.

“Contract”  The definitive written executable agreement between the State and the Contractor with regard to the services contemplated under this RFR No. 2018-09 On-street parking management and operation services for the NLPA’s On-Street Parking Program. The Contract shall contain, among other things, the terms and conditions set forth in Section 9 hereof and the solutions requirements, subject to further negotiation and change by the State, together with any and all addenda, exhibits, schedules and historical documents incorporated therein, including without limitation the Respondent’s RFR.

“Contract Administrator”  The administrator of the Contract on behalf of the CITY AND OR NLPA.

“Contract Term”  Shall be set forth in the Contract based on the requirement of Section 8.1 of the RFR No. 2018-09 On-street parking management and operation services for the NLPA’s On-Street Parking Program.

“Contractor”  The Person named in the Contract following an award in response to this RFR No. 2018-09 On-street parking management and operation services for the NLPA’s On-Street Parking Program. The Contractor shall be responsible for all services and requirements under the Contract.

“Contractor Parties”  Any parent organization, subsidiaries, affiliates, other related entities, directors, officers, stockholders or shareholders who own more than 5% of the Respondent or Contractor.
"Deductible" A self-insured retention.

"Due Diligence" As defined in Section 8.2 of this RFR No. 2018-09 On-street parking management and operation services for the NLPA’s On-Street Parking Program.

"Evaluation Committee" The Committee, established by the NLPA, in order to evaluate and score the Responses.

"Exception" The Respondent’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the Respondent’s RFR.

"Expiration" An end to the Contract due to the completion in full of the mutual performance of the parties or due to the Contract’s term being completed.

"FOI or FOIA" The Freedom of Information Act, as amended, together with all regulations promulgated thereunder, from time to time (§§1-200 et seq. of the C.G.S.).

"General Information" Any resulting contract shall be based upon the understanding that the existing system will be accepted in good serviceable condition and that all required components covered by the maintenance contract are installed according to manufacturer’s recommendations, including proper wire and communications cables. If this Response is accepted, an inspection of the system will be performed and any deficiencies in the system will be brought to the NLPA’s attention with costs associated to repair the deficiency. After any deficiencies are resolved, the maintenance contract will commence.

In general, the maintenance contract will cover the complete parking systems just as the original warranty did. Any failure due to manufacturer’s defects or normal wear and tear will be completely covered.

"Governmental Authority" Each and every governmental agency, authority, bureau, department, quasi-governmental body, or other entity or instrumentality, including the United States government and the State.

"Inventory" The most common inventory items must be kept in inventory at the service facility and in the service trucks to avoid delays in repair and maintenance. Any required parts not currently in stock must be available for shipment to arrive within twenty-four (24) hours. Respondent may be required to submit to the NLPA, an inventory of parts warehoused locally in other cities prior to award.

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"Loaner Equipment" Contractor must have the ability to repair and or return to function, defective equipment. This means loaner equipment must be provided while parts and equipment is on order.

"Maintenance Documentation" Maintenance manuals, as-built plans, system schematics, and any other documentation necessary to completely understand and maintain the
system shall be furnished to the NLPA. All prints, drawings, etc. shall be furnished in English measurements and shall use English language and terminology. Any modification(s) made to the system shall be documented and furnished to the NLPA.

“Minority Business Enterprise ("MBE")”

Any small Contractor or supplier with fifty-one per cent or more of the capital stock owned by a minority person or persons as defined in subsection of C.G.S., §32-9n.

“New London Code of Ordinances”

The Code of Ordinances of the City of New London, as may be amended from time to time. The ordinances or local laws of the City are applicable to the services and shall remain applicable, as may be amended for the duration of the RFR No. 2018-09 Comprehensive Integrated On-Street Parking Citation Management Information System and the term(s) of the subsequent Contract.

“NLPA”, “Parking Authority” or “Authority”

The New London Parking Authority, the authorizing agency for this procurement.

“NLPA Point of Contact”

The individual designated by NLPA or his/her designee, as the single point of contact for Respondents during the Response and evaluation processes.

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“Preventative Maintenance”

A preventative maintenance schedule/program shall be established and adhered to by the SP. It is the intent of the preventative maintenance schedule/program that all components of the system will be visually inspected and cleaned at the manufacturer’s recommended frequency. It is further intended that all components and systems of each device will be cleaned, lubricated (if applicable), and adjusted to manufacturer’s specifications at the manufacturer’s recommended frequency. Respondent must submit a schedule and checklist of preventative maintenance services to be provided.

“PDF”

Portable Document Format.

“Person”

An individual, partnership, corporation, business trust, trust, Firm, limited liability company, limited liability partnership, joint stock company, corporation, unincorporated association, society, governmental subdivision, agency or public or private organization or entity.

“Project” or “Project Administrator”

The individual appointed by the NLPA that has overall authority for the Project.

“Project Manager”

The Contractor’s Project Manager.
“Project Plan” or “SOW” The guiding document or workplan for implementation of the particular services for the NLPA’s facilities.

“Response” The written on-street parking management and operations services offer submitted by a Respondent in response to this RFR No. 2018-09 On-street parking management and operation services for the NLPA’s On-Street Parking Program, including any and all supporting documents, plans and other materials.

“Response Literature” Responders must have on file the latest printed literature and detailed specifications on equipment or material the Respondent proposes to service and or furnish.

any catalog, brand name, or manufacturer’s reference used is considered to be descriptive-not restrictive and is indicative of the type and quality the NLPA desires to purchase.

“Quality” The equipment furnished under these specifications shall be of quality workmanship and material. The Respondent shall be new. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.

“Replacement Parts” All replacement parts shall be new Original Equipment Manufacturer's (OEM) parts whenever available. In the event new OEM parts are not available, used OEM parts shall

“Reports” The Contractor shall provide to the NLPA, historical and statistical reports including maintenance activity reports (individual and summaries), system status reports, spare parts inventory and equipment usage reports.

“Response Time” Standard service response time must be available 8 hours a day, five (5) days a week with a twenty-four (24-hour) response time during normal working hours 8:00AM to 5:00 PM Monday through Friday, excluding nationally recognized holidays. Emergency service response time must be within four (4) hours.

“Site Visit” It is the responsibility of each Respondent before submitting a Response, to examine the specifications contained herein thoroughly visit the site to become familiar with conditions that may affect cost, progress, performance or furnishing of the work. Before submitting a Response, each Vendor will be responsible to make such site visits, at Respondent’s expense and not to be added into cost of Response if accepted consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work study and carefully correlate Respondent’s observations with these specifications notify the NLPA of all conflicts, errors or discrepancies in the specifications.
“Site Visit” (Cont.) Furthermore, Respondent should fully inform him/her self as to the facilities involved, and the difficulties and restrictions attending to the performance of the work. The SP, by the execution of the Agreement, shall in no way be relieved of any obligation under it due to his failure to receive or examine any Contract Document or legal instrument or to visit the site and acquaint himself with the conditions there existing and the NLPA will reject any claim based on facts regarding which he should have been on notice.


“Subcontractor” Any Person (other than the Contractor) hired to do any of the work or provide any of the services described in this RFR No. 2018-09 On-street parking management and operation services for the NLPA’s On-Street Parking Program.

“Termination” Means an end to the Contract prior to the end of its agreed term whether effectuated pursuant to a provision of the Contract or for a breach. Termination may also include, in its proper context, the Expiration of the Term of the Contract.

“Technical Support” Telephone and technical support should be available 8 am – 5 pm Monday – Friday, excluding national and nationally recognized holidays.

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“Variations” Any variation from these specifications must be indicated on the Response or on a separate attachment to the Response. This sheet shall be labeled as such.

“Vendor's Sales Territory” NLPA waives any responsibility or liability for vendors Responding products or services "outside" their authorized territory by manufacturer or product line. Any vendor Responding outside an approved manufacturer line does so at his own risk and discretion. Vendor shall comply with all sales terms according to original Response and purchase order regardless of claim or dispute with product line representatives.

“Warranty” Warranty shall be for both labor and materials for a minimum period of one (1) year on any products or services provided to the NLPA, unless specified and agreed upon otherwise.

“Workmanship” All parts not specifically mentioned which are necessary for the equipment to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the successful Respondent. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.

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Section 10. Schedules

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

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3. ORGANIZATION AND MANAGEMENT – ON-STREET PARKING

3.1 On-Street Parking Management and operations Plan

3.1.1 Development of Plan and Standard Procedures Manuals

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

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

3.1.2 Management and Operational Staff

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

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

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

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

4.1. Parking Revenue Control Equipment

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

- Equipment should be maintained per manufacturer recommendations, including (but not limited to):
  - Lubrication of moving parts
  - Cleaning of equipment and associated mechanisms
  - Clearing equipment jams
  - Periodic inspections of each piece of equipment
  - Replenishment of receipt and journal tapes
  - Required updates of system software
  - Replacement of damaged/malfunctioning parts
  - Replacement of device batteries
  - When possible, recycling of device batteries

- On-street parking revenue control equipment should be repaired within eight (8) business hours of a malfunction notice and replaced within forty-eight (48) hours of a notice of complete equipment failure.

- Each single space meter and multi-space kiosk should be individually identified using a unique code that identifies the zone and/or block-face it is located on and the type of equipment it is (e.g., a multi-space meter located in Zone 1, Block-face 4 could be labeled and Z1BF4-M5). Each piece of equipment should be labeled with its' identifier and located on a map.

- Each parking meter should include a logo and appropriate contact information (e.g., telephone number, website address, and/or email address).

- All equipment maintenance should be recorded using a maintenance log that is regularly updated by the Contractor or its designated maintenance provider. This log should include the date and time of each malfunction (or noted repair need), the equipment identifier, the nature of the malfunction (or repair need), the date and time of service/repair, and the name of the repair technician.

- The equipment maintenance log should be reviewed at least once per week to identify outstanding maintenance issues, determine the responsiveness of equipment maintenance providers, and identify equipment concerns.

- The equipment maintenance log shall be shared with Hearing Officers, as needed, to assist with the adjudication of on-street parking citation appeals.

- With the assistance of the equipment provider and/or the current maintenance provider, a training plan shall be developed to provide basic equipment training to on-street parking staff. This training should include basic equipment maintenance (e.g., clearing coin jams or replacing receipt tape) to help minimize equipment downtime.

In the future, additional on-street parking areas may be designated by the City and/or the NLPA. On-street parking revenue control equipment should only be installed in locations that are approved for on-street parking. The equipment should be located on the same side of the street, and the same block-face, as the parking space(s) it serves. Any future on-street parking...
revenue control equipment should be of a similar design and operating methodology to that of the prevailing equipment (unless a new operating methodology is implemented on a system-wide basis), and should be ADA compliant. Future on-street equipment should be located within one hundred to one hundred fifty (100-150') feet of the furthest parking space served [e.g., a standard city block-face of approximately three hundred (300') feet could be served by one (1) multi-space kiosk].

4.2. Staffing

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

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

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

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

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

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

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

4.2.5 Employee Policies and Procedures

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

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

4.3 Payments and Collections

On-street parking customers shall pay for on-street parking using coins or credit/debit cards (single space meters and multi-space kiosks shall accept coins or credit/debit cards only). The rates shall be based on one (1) hour increments. The initial payment options provided by the NLPA shall be consistent with typical industry standards. In the future, additional payment options shall include pay-by cell/smart phone, parking-specific debit/credit cards, parking tokens, and/or in-car metering devices.
Formal written policies and procedures shall be developed to ensure meter collections are efficient and collected revenues are secure. Recommended parking meter collection best practices include (but are not limited to):

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

4.4 Revenue Control, Auditing, and Reporting

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

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

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

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

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

4.5 On-Street Parking Safety

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

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

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

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

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

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

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5. PARKING ENFORCEMENT

5.1 Parking Enforcement Equipment

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

- Parking enforcement equipment should include the following items:
  - Handheld citation issuance devices (including computers, printers, printable citations, and docking stations)
  - Management software providing the following features (but not limited to):
    - Provide varying levels of access using unique login credentials
    - Tracking of outstanding parking citations and payments
    - Upload scofflaw lists to handheld citation issuance devices
    - Process all citation payments
    - Track citation and payment histories
    - Provide the capability to accept payment via a website
    - Provide a searchable database (searchable by license plate number, vehicle description, date and time, location of citation, issuing officer, violation type, etc.)
    - Ability to share citation information with officer handhelds and appeal officer workstations
    - Document and track all enforcement employee system activities
  - Enforcement vehicles (as needed)
  - Equipment for photo-documenting violations
  - GPS devices to track both enforcement officers and vehicles to:
    - Monitor officer locations and activities in real-time
    - Alert management when officers leave assigned areas
    - Provide reports on officer activities
    - Assist in locating officers when emergencies arise

- Equipment should be maintained per manufacturer recommendations, including (but not limited to):
  - Periodic cleaning of equipment
  - Periodic inspections of each piece of equipment
  - Recommended periodic maintenance of vehicles
  - Replenishment of citation tapes
  - Required updates of system software
  - Replacement of damaged/malfunctioning parts
  - Replacement of device batteries
  - When possible, recycling of device batteries

- Parking enforcement equipment should be repaired within eight (8) hours of a malfunction notice and replaced within forty-eight (48) hours of a notice of complete equipment failure.

- Each piece of enforcement equipment should be individually identified using a unique code.
• All enforcement equipment maintenance should be recorded using a maintenance log that is regularly updated by the Contractor or its designated maintenance provider. This log should include the date and time of each malfunction (or noted repair need), the equipment identifier, the nature of the malfunction (or repair need), the date and time of service/repair, and the name of the repair technician.

• The equipment maintenance log should be reviewed at least once per week to identify outstanding maintenance issues, determine the responsiveness of equipment maintenance providers, and identify equipment concerns.

• The equipment maintenance log should be shared with parking appeals staff to assist with the adjudication of parking citation appeals.

• With the assistance of the equipment provider, a training plan should be developed to provide basic equipment training to parking enforcement staff. This training should include basic equipment operation and maintenance.

• As with all equipment, the lifespan of equipment will vary depending on environmental conditions, preventative maintenance performed, and on how the equipment is treated by staff. However, equipment replacement should be considered once repair costs exceed the cost of purchasing new equipment.

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

5.2 Staffing

5.2.1 Management and Supervision

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

5.2.2 Parking Enforcement Officers

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

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

5.2.3 Parking Enforcement Fiscal Assistant

Parking Enforcement Fiscal Assistant shall:

• Process citation payment transactions in the parking enforcement office using a fee computer. Payments may be made in person, by mail, or via a parking website. Sufficient staff should be present to ensure efficient transient processing with minimal customer delays.
• Assist with the operation of the parking enforcement/appeals office, answer incoming telephone calls, update citation records (as needed), input handwritten parking citations written by city police officers or parking facility security officers, etc.

5.2.4 Parking Appeals Hearing Officers

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

5.2.5 Uniforms and Appearance

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

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

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

5.2.6 Training

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

• A set amount of “classroom” training that covers all policies and procedures specific to the position.

• The period of classroom training should also cover basic customer service skills and conflict resolution training.

• Dealing with difficult situations in the field (e.g., witnessing illegal activities and dealing with belligerent individuals).

• Incident reporting.

• Supervised field/office training with an experienced employee.

• Equipment and vehicle training.

• An initial evaluation process to determine if the new employee has mastered the necessary skills to work alone.

• After sixty (60) to ninety (90) days, a secondary evaluation process should be included to determine if the employee is effectively covering all job requirements or if retraining is necessary.

• Periodic refresher training for customer service and updates to parking system policies and procedures (at least twice per year).

• Cross-training opportunities to make parking staffing more flexible.
• Additional training opportunities to help prepare staff for possible advancement in the future.

5.2.7 Employee Policies and Procedures

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

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

5.3 Citation Issuance and Payments

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

Recipients of parking citations shall be able to pay for parking citations in-person at the parking enforcement office, pay by mail (using checks or credit/debit cards), or pay via a parking website. In situations where credit/debit cards are accepted for payment, all policies, procedures, and equipment must be PCI (Payment Card Industry Data Security Standard) and CISP (Cardholder Information Security Program) compliant.
The On-Street Plan shall include (but not be limited to) the following citation issuance and payment elements:

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

5.4 Citation Appeal Processes and Fine Adjustments

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

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

5.5 Billings and Collections

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

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

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

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

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

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

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

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

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

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SCHEDULE B – CONFIDENTIAL RESPONDENT COST WORKSHEET

For providing software services including without limitation on-going support services related to, the Parking Management Firm requests the following levels of compensation for said services as outlined in this RFR No. 2018-09 specification document:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Management Fee</td>
<td>___________</td>
<td>___________</td>
<td>___________</td>
</tr>
</tbody>
</table>

For providing hardware including without limitation Hand-Held Ticket Writers, Workstation(s), and or Communications Equipment, and on-going support services related to, the Parking Management Firm’s request the following levels of compensation for said hardware as outlined in this RFR No. 2018-09 specification document:

<table>
<thead>
<tr>
<th>PCIMS COMPONENTS</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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<td>10</td>
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</tr>
</tbody>
</table>

Certification

The Manager named below, and attested to by its authorized representative, hereby certify that full compliance with the provisions of this Request for Responses and its related Specifications and other Contract Documents shall be provided for the compensation contained in the figures listed in this Schedule A.

Manager’s Name: ____________________________________________________________

Signed by: ________________________________________________________________

Title: ___________________________ Date: ________________________________
SCHEDULE B (Cont.)

This Response is Submitted by: Complete the following if Respondent is an INDIVIDUAL
Name (typed or printed): ________________________________________________
By: ________________________________________________________________ (SEAL)
(Individual’s signature)
Doing business as: _______________________________________________________
Business address: _______________________________________________________

Phone No.: ___________________________ FAX No.: __________________________

This Response is Submitted by: Complete the following if Respondent is a CORPORATION
Corporation Name: ______________________________________________________ (SEAL)
State of Incorporation: ___________________________________________________
Type (General Business, Professional, Service, Limited Liability):______________

By: ________________________________________________________________ (Signature -- attach evidence of authority to sign)
Name (typed or printed): ________________________________________________
Title: _________________________________________________________________ (CORPORATE SEAL)
Attest ________________________________________________________________
(Signature of Corporate Secretary)
Business address: _______________________________________________________

Phone No.: ___________________________ FAX No.: __________________________
Date of Qualification to do business is ________________________________.

SUBMITTED on ________________________________, 20________________.

State Contractor License No. ________________________________ (If applicable)
SCHEDULE B (Cont.)

1.01 CONTRACT IDENTIFICATION:
COMPREHENSIVE INTEGRATED ON-STREET PARKING
CITATION MANAGEMENT INFORMATION SYSTEM
for the City of New London AND New London Parking Authority
160 Water Street, New London, CT 06320

1.02 This Response is submitted to:
Carey E. Redd, II, Director of Parking/CEO
New London Parking Authority
160 Water Street, New London, CT 06320

1.03 The undersigned proposes and agrees, if the Response is accepted, to enter into an
Agreement with Owner to perform all Work as specified or indicated in these Documents
for the prices indicated in this Response and in accordance with the other terms and
conditions of these Documents.

1.04 Please propose an all-inclusive, Annual Management Fee for Comprehensive Integrated
On-Street Parking Citation Management Information System (“CMS”), as applicable, for:

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

The Annual Management Fee shall not include an expense for Parking Ambassador(s)
that are currently on staff.

1.05 Respondent shall note that the intent of this Request for Response is to engage a Firm
as soon as possible as coordinated with the NLPA. Implementation shall not be
performed without prior review and verification by the City and or NLPA.

1.06 No additional premium shall be required for labor including without limitation
  overtime and or during off-hours.

1.07 The Annual Management Fee shall include without limitation all permits, materials,
tools, equipment, installation, overhead, profit, insurances, etc., for the NLPA’s On-
Street Parking Operations and Citation Management System. Certificate of insurance is
required for the successful Respondent.

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SCHEDULE B (Cont.)

1.08 KEY PATROLS - ON-ST INVENTORY

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<thead>
<tr>
<th>LOCATION/OPERATION</th>
<th>On-Street Parking Spaces</th>
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<tbody>
<tr>
<td>Central Business District</td>
<td>158</td>
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<tr>
<td>Ft. Trumbull Municipal Lot</td>
<td>150</td>
</tr>
<tr>
<td>Ft. Trumbull Parking Zone</td>
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<td>Green Harbor Municipal Lot</td>
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<tr>
<td>Neptune Residential Parking</td>
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<tr>
<td>O'Neil-Tilley Municipal Lot</td>
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<td>Pequot (Fred Shanty) Municipal Lot</td>
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<tr>
<td>Pequot Residential Parking</td>
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<tr>
<td>Rizzi Residential Parking</td>
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<td>Shaw Cove (Hamilton Street)</td>
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<tr>
<td>Shaw Residential Parking</td>
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<tr>
<td>Thames Surface Lot</td>
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<td><strong>TOTAL</strong></td>
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Two (2) Parking Ambassadors currently perform the above patrols in addition to their citywide responsibilities.
### SCHEDULE B (Cont.)

#### 1.09 ANNUAL REVENUE

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<tr>
<th>Fiscal Year</th>
<th>Revenue</th>
<th>Comment</th>
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<tbody>
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<td>JUL 2017 – JUN 2018</td>
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<td></td>
</tr>
<tr>
<td>JUL 2016 – JUN 2017</td>
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<tr>
<td>JUL 2014 – JUN 2015</td>
<td>$130,646</td>
<td>City Instituted Moratorium on Citation Issuance</td>
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#### 1.10 ANNUAL EXPENSE

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<tr>
<td>JUL 2017 – JUN 2018</td>
<td>$12,360</td>
<td>$59,850</td>
<td>Patrols Executed by New Operator – Two (2) Parking Ambassadors</td>
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<td>JUL 2016 – JUN 2017</td>
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<td>Patrols Executed by Three (3) Operator Staffers - On-Site Manager Included</td>
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<td>JUL 2015 – JUN 2016</td>
<td>$15,363</td>
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<td>JUL 2014 – JUN 2015</td>
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<td>$74,989</td>
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#### 1.11 ANNUAL CITATION ISSUANCE

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<tr>
<th>Fiscal Year</th>
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<tr>
<td>JUL 2017 – JUN 2018</td>
<td>1.650</td>
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*N/A = Not Available
### SCHEDULE B (Cont.)

#### 1.12 CITY CENTER DISTRICT

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<tr>
<th>#</th>
<th>St Name</th>
<th>Between</th>
<th>Side</th>
<th>Regular</th>
<th>Handicapped</th>
<th>Regulatory Signage</th>
<th>Total Spaces</th>
<th>Other Regulation(s)</th>
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<tbody>
<tr>
<td>1</td>
<td>Huntington St</td>
<td>Methodist St &amp; Federal St</td>
<td>W</td>
<td>13</td>
<td>2</td>
<td>2-Hr Parking</td>
<td>15</td>
<td>No Parking Tow Zone</td>
</tr>
<tr>
<td>2</td>
<td>Huntington St</td>
<td>Methodist St &amp; Federal St</td>
<td>E</td>
<td>10</td>
<td>0</td>
<td>2-Hr Parking</td>
<td>10</td>
<td>No Parking Tow Zone</td>
</tr>
<tr>
<td>3</td>
<td>Federal St</td>
<td>Hunting St &amp; Eugene O'Neil Dr</td>
<td>N</td>
<td>N/A</td>
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<td>N/A</td>
<td>0</td>
<td>N/A</td>
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<tr>
<td>4</td>
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<td>Hunting St &amp; Eugene O'Neil Dr</td>
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<td>Gov. Winthrop Blvd</td>
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<td>No Parking Tow Zone</td>
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<td>6</td>
<td>Gov. Winthrop Blvd</td>
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<td>2-Hr Parking</td>
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<td>Meridan St</td>
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<td>2-Hr Parking</td>
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<td>S</td>
<td>4</td>
<td>1</td>
<td>2-Hr Parking</td>
<td>5</td>
<td>No Parking Tow Zone</td>
</tr>
<tr>
<td>11</td>
<td>Union St</td>
<td>Pearl St &amp; Federal St</td>
<td>W</td>
<td>2</td>
<td>0</td>
<td>30 Minute &amp; 1 Hr Parking</td>
<td>2</td>
<td>No Parking Tow Zone</td>
</tr>
<tr>
<td>12</td>
<td>Union St</td>
<td>Pearl St &amp; Federal St</td>
<td>E</td>
<td>4</td>
<td>1</td>
<td>30 Minute &amp; 1 Hr Parking</td>
<td>5</td>
<td>No Parking Tow Zone</td>
</tr>
<tr>
<td>13</td>
<td>Green St</td>
<td>Tilley St &amp; Pearl St</td>
<td>N</td>
<td>4</td>
<td>0</td>
<td>2-Hr Parking</td>
<td>4</td>
<td>N/A</td>
</tr>
<tr>
<td>14</td>
<td>Green St</td>
<td>Tilley St &amp; Pearl St</td>
<td>S</td>
<td>6</td>
<td>0</td>
<td>2-Hr Parking</td>
<td>6</td>
<td>No Parking Tow Zone</td>
</tr>
<tr>
<td>15</td>
<td>Eugene O'Neil Dr</td>
<td>Pearl St &amp; Gov. Winthrop Blvd</td>
<td>N</td>
<td>18</td>
<td>1</td>
<td>2-Hr Parking</td>
<td>19</td>
<td>No Parking Tow Zone</td>
</tr>
<tr>
<td>16</td>
<td>Eugene O'Neil Dr</td>
<td>Pearl St &amp; Gov. Winthrop Blvd</td>
<td>S</td>
<td>6</td>
<td>0</td>
<td>2-Hr Parking</td>
<td>6</td>
<td>No Parking Tow Zone</td>
</tr>
<tr>
<td>17</td>
<td>Bank St</td>
<td>Tilley St &amp; State St</td>
<td>N</td>
<td>18</td>
<td>0</td>
<td>2-Hr Parking</td>
<td>18</td>
<td>No Parking Tow Zone</td>
</tr>
<tr>
<td>18</td>
<td>Bank St</td>
<td>Tilley St &amp; State St</td>
<td>S</td>
<td>14</td>
<td>1</td>
<td>2-Hr Parking</td>
<td>15</td>
<td>No Parking Tow Zone</td>
</tr>
<tr>
<td>19</td>
<td>South Water St</td>
<td>State St &amp; Tilley St</td>
<td>E</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>0</td>
<td>N/A</td>
</tr>
<tr>
<td>20</td>
<td>South Water St</td>
<td>State St &amp; Tilley St</td>
<td>W</td>
<td>4</td>
<td>0</td>
<td>2-Hr Parking</td>
<td>4</td>
<td>No Parking Tow Zone</td>
</tr>
<tr>
<td>20</td>
<td>State St</td>
<td>Huntington St &amp; South Water St</td>
<td>N</td>
<td>14</td>
<td>0</td>
<td>2-Hr Parking</td>
<td>14</td>
<td>No Parking Tow Zone</td>
</tr>
<tr>
<td>21</td>
<td>South Water St Surface Lot</td>
<td>Behind 18 Bank St &amp; 24 Bank St</td>
<td>30</td>
<td>0</td>
<td>2-Hr Parking</td>
<td>30</td>
<td>No Parking Tow Zone</td>
<td></td>
</tr>
</tbody>
</table>

**TOTALS:** 158 9 167
SCHEDULE B (Cont.)

2. RESPONDENT EXPERIENCE MATRIX

2.1 For each of the six categories please list the cities and associated years of experience that your firm has worked in below:

a) Violations Processing
b) On Street Parking Consulting
c) Meter, boot/tow, permit systems
d) Telephone and Internet Payment services
e) DMV processing experience – CT DMV only
f) DMV processing experience – relevant DMVs

2.2 EXPERIENCE MATRIX

<table>
<thead>
<tr>
<th>EXPERIENCE</th>
<th>5 years or more in three cities or more</th>
<th>5 years or more in less than three cities</th>
<th>2 or 3 years in three cities or more</th>
<th>2 or 3 years in less than three cities</th>
<th>1 year or less in three cities or more</th>
<th>1 year or less in less than three cities</th>
<th>No experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>U. S. Urban Jurisdictions &gt;&gt;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Violations Processing Experience</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) On Street Parking Consulting</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) Meter, Boot/tow, etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d) RPP and Permit Parking Systems</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e) Telephone IVR and Internet Payment Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f) DMV interface and vehicle ownership processing in CT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>g) DMV interface and vehicle ownership processing in relevant states (NY, MA, RI, VT, NH, NJ, FL, and PA)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Produce Information On Separate Sheet Using Template above.
### SCHEDULE B (Cont.)

#### 2.3 COMPLIANCE MATRIX

<table>
<thead>
<tr>
<th>Service/Products</th>
<th>Fully Comply</th>
<th>Partially Comply – Customizations and Modifications Possible to Fully Comply - No Additional Cost</th>
<th>Partially Comply – Modifications Possible to Fully Comply at Additional Cost</th>
<th>Partially Comply – Modifications Not Possible to Fully Comply at Additional Cost</th>
<th>Do Not Comply – Modifications Not Possible</th>
</tr>
</thead>
</table>
SCHEDULE C

METERED, ANTICIPATED NON-METERED AND PERMITTED SERVICE AREA

C.1 City Center District Map: Includes> O’NEILL-TILLEY LOT - 201 PARKING SPACES
SCHEDULE C (Cont.) -

C.2 FT. TRUMBULL PARKING ZONE - 355 PARKING SPACES

C.3 FT. TRUMBULL SURFACE LOT – 120 PARKING SPACES
SCHEDULE C (Cont.) -

C.4  GREEN HARBOR LOT - 18 PARKING SPACES

C.5  PEQUOT AVENUE LOT - 100 PARKING SPACES
SCHEDULE D - CITY STANDARD FORMS

NCA/PB
Page 1 of 1

SCHEDULE D1

NON-COLLUSION AFFIDAVIT OF PRIME RESPONDENT

State of __________________________
County of __________________________ ss.

_________________________________________, being first duly sworn, deposes and say that:

(1) He is ___________________________ of __________________________ herein referred to as the "Bidder" that has submitted the attached bid;

(2) He is fully informed respecting the preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New London, CT or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.

(6) That no officer or employee or person whose salary is payable in whole or in part from the City of New London is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed ____________________________

Title ____________________________

Subscribed and sworn before me this

_______ day of _________ 20___

________________________
(Notary Public)

My Commission expires ____________________

________________________

D-1

CITY OF NEW LONDON
AFIRMATION ACTION - EQUAL OPPORTUNITY EMPLOYER
RFR NO. 2018-09 CITATION INFORMATION MANAGEMENT SYSTEM
SEPTEMBER 2018
SCHEDULE D2  NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

NCA/SC
Page 1 of 1

State of ____________________________
County of ____________________________ ss.

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

1. He is _____________________________ of _____________________________ herein referred to as the "Subcontractor";

2. He is fully informed respecting the preparation and content of the Subcontractor's Proposal submitted by the Subcontractor to ___________________________, the Contractor for certain work in connection with the ____________________________ Contract pertaining to the Project in New London, Connecticut;

3. Such Subcontractor's Proposal is genuine and is not a collusive or sham Bid;

4. Neither the said Subcontractors nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New London, CT or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.

6. That no officer or employee or person whose salary is payable in whole or in part from the City of New London is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed ____________________________

Title ____________________________

Subscribed and sworn before me this ______ day of ______ 20____

__________________________
(Notary Public)

My Commission expires ____________

__________________________

D-2

CITY OF NEW LONDON
RFR NO. 2018-09 CITATION INFORMATION MANAGEMENT SYSTEM

AFIRMATION ACTION - EQUAL OPPORTUNITY EMPLOYER

SEPTEMBER 2018
SCHEDULE D3 STATEMENT OF RESPONDENT’S QUALIFICATIONS

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

1. Name of Bidder ________________________________

2. Bidder’s Tax Identification No. ____________________________

3. Permanent main office address ________________________________

4. When organized ____________________________

5. If corporation, where incorporated ____________________________

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

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

8. General character of work performed by your company ____________________________

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

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

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

12. List your major equipment available for this Contract ____________________________

13. List your experience in work similar to this project ____________________________
SCHEDULE D3  STATEMENT OF RESPONDENT’S QUALIFICATIONS

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

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

16. Credit available $ ____________________________

17. Give Bank reference ____________________________

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

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

Dated ____________________________

(Name of Bidder)

By ____________________________

Title ____________________________

State of ____________________________

County of ____________________________

being duly sworn deposes and says (s)he is ____________________________

of ____________________________

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

Subscribed and sworn to before me this ____________________________

 day of ____________________________ 20

(Notary Public)

My Commission expires ____________________________
SCHEDULE D4 AFFIRMATIVE ACTION POLICY STATEMENT

(must be submitted on your firm’s letterhead)

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

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

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

__________________________________________
DATE

__________________________________________
Signature of Authorized Signer
CERTIFICATION OF RESPONDENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name ____________________________________________

Address and Zip Code ______________________________________

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
   Yes ( ) No ( ) If answer is yes, identify the most recent contract.

2. Compliance reports were required to be filed in connection with such contract or subcontract
   Yes ( ) No ( ) If answer is yes, identify the most recent contract.

3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100.
   Yes ( ) No ( ) Not Required ( )

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

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

__________________________________________________________

Name and Title of Signer (Please Type)

_________________________________    ________________

Signature                             Date

D-6
SCHEDULE D6  CERTIFICATION OF NON-SEGREGATED FACILITIES

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

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

Date: ___________________________  By: ___________________________

Official Address: ___________________________  Title: ___________________________

D-7

CITY OF NEW LONDON  AFIRMATION ACTION - EQUAL OPPORTUNITY EMPLOYER
RFR NO. 2018-09 CITATION INFORMATION MANAGEMENT SYSTEM  SEPTEMBER 2018
SCHEDULE E

MINIMUM WAGE ORDINANCE NUMBER 03-03-14-4

ORDINANCE NUMBER 03-03-14-4

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

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

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

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

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

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

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

A. Definitions. For purposes of this ordinance "municipal employees and contractors" shall mean any person hired by the City of New London, on a full-time or part-time basis, to perform labor or services, including construction projects, to or on behalf of any City Department.

B. The City of New London shall pay municipal employees and contractors a wage of at least $10.10 per hour.

C. Any municipal contractor hired by the City shall certify in a notarized written statement, prior to signing or executing any contract with the City, that all employees of said municipal contractor who perform work related to the City's contract shall be paid at the minimum wage rate established by this ordinance.

D. The Mayor, or his or her designee, and or City Council, shall have the authority at any time to require any municipal contractor to produce evidence sufficient to demonstrate that they have complied with this ordinance.

E. Any municipal contractor who fails to provide such evidence when requested, or who is found to be in violation of this ordinance, shall be prohibited from performing any further contractual work for the City.

F. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.
G. If any provision of this ordinance or the application thereof to any person or circumstances is held to be invalid, such invalidity shall not affect other provisions or applications of any other part of this ordinance that can be given affect without the invalid provisions or applications; and to this end, the provisions of this ordinance and the various applications thereof are declared to be severable.

H. This ordinance shall become effective after its passage as set forth in Section 27 of the City of New London Charter.

Date Approved by Council: March 03, 2014
Effective date: April 02, 2014
Signed: City Council President: Wade A. Hyslop
Countersigned: City Clerk: Nathan M. Caron
I certify that pursuant to Section 26 of the City Charter, the enrolled Ordinance 03-03-14-4 was passed by the City Council by a vote of 6 to 1 on Monday, March 03, 2014. I further certify that pursuant to Section 27 of the City Charter, the Ordinance was presented by me to the Mayor on Tuesday, March 04, 2014.

Nathan M. Caron
City Clerk
SCHEDULE F

HARASSMENT AND DISCRIMINATION POLICY STATEMENT

HARASSMENT AND DISCRIMINATION POLICY

* Supersedes Sexual Harassment Policy of Nov, 2012 (signature only)

Effective Date: June, 2013

POLICY OVERVIEW:

The purpose of the Harassment and Discrimination Policy is to enhance employee safety and workplace well-being and to foster excellence by maintaining a professional, productive environment. All employees, appointees, and elected officials have a responsibility for maintaining high standards of honesty, integrity, impartiality and conduct to assure proper business performance and to maintain the public trust. Harassment and discrimination violates those standards.

The City will not tolerate verbal or physical conduct by any employee, appointee, or elected official:

- that discriminates against any co-workers, visitors, or others associated with the City, on the basis of any legally protected status,
- or that harasses, disrupts or interferes with another’s work performance,
- or which creates an intimidating, offensive or hostile working environment.

Discrimination or harassment can take many forms. It may be, but is not limited to: words, conduct, adverse job action, signs, jokes, pranks, intimidation, physical contact, or violence. While all forms of discrimination and harassment based on an individual’s legally protected status are prohibited, including but not limited to any adverse job action or intimidation based on race, color, age, religion, gender, national origin, disability status, marital or civil union party status, veteran's status or sexual orientation, it is the City's policy to emphasize that sexual harassment is illegal and prohibited by both state and federal law.

As an additional protection to employees, the City maintains the same standard for visitors, vendors and outside agents who conduct business with City employees or who participate in activities run by City employees. Those individuals must conduct themselves appropriately as well; any actions of harassment or discrimination will not be tolerated.

PROVISIONS:

In order to maintain a work organization that is free from any form of sexual harassment, the City puts all employees, appointees, and elected officials on notice that sexual harassment is unacceptable conduct. Specifically, it is contrary to the City's policies for any employee, appointee or elected official to sexually harass another by:
making sexual conduct a condition of an employee's continued employment; or
- using an employee's submission or rejection of such conduct as the basis for making employment decisions (e.g., promotions, raises); or
- creating a work environment in which conduct of a sexual nature substantially interferes with an individual's work performance or creates an atmosphere intimidating, hostile or offensive to employees.

Although not an inclusive list, the following are examples of the type of conduct prohibited by the policy against sexual harassment:

- Sexual advances, propositions or flirtations;
- Attention of a sexual nature such as degrading comments, suggestive or lewd remarks, propositions, jokes, tricks or noises;
- Hugs, touches, kisses;
- Requests for sexual favors;
- The threat or suggestion that continued employment, advancement, assignment or earnings depend on whether or not the employee will submit to or tolerate harassment;
- Retaliation for complaining about sexual harassment.

All employees, appointees, and elected officials are further advised that sexually explicit or sexually offensive material has no place within the City's facilities. Such material may not be posted, displayed, or even possessed within the facility. Possession of such material, even if it is not posted or publicly displayed, unless specifically required by the employee's work assignment, will be considered a violation of City policy and will subject the individual to disciplinary action.

Reporting of Harassment or Discrimination

Any employee, appointee, or elected official who believes that the actions or words of a supervisor, fellow employee, appointee, elected official or any outside party in the workplace constitute unwelcome harassment or unlawful discrimination has a responsibility to report such conduct or immediately complain to his/her immediate supervisor should his/her direct requests that the conduct cease be ignored. If an individual is uncomfortable raising his or her complaint with someone to whom s/he reports, or if the complaint involves someone in his or her direct line of command, then that employee should bring a complaint to the department head, the Chief Administrative Officer and/or the Mayor.

Confidentiality at the time of reporting the incident will be preserved to the maximum extent possible. However, all allegations of unlawful harassment and discrimination must be investigated promptly. In this regard, the reporting individual, the alleged harasser or discriminator and any other individuals aware of the incident are required to treat this information in a confidential manner.

The City will take prompt action upon the receipt of a complaint of unlawful harassment or discrimination. Such complaint will be investigated by the Chief Administrative Officer, the City Attorney's Office or a professional designee. Any employee determined to have committed unlawful harassment or discrimination will be subject to appropriate disciplinary action, up to and including discharge.
The City will not tolerate any retaliation against an employee who files a complaint of unlawful harassment or discrimination. However, if it is determined that any employee made false accusations of harassment or discrimination, then that employee will be subject to appropriate disciplinary action, up to and including discharge.

It is the intent of the City of New London to commit itself to the highest standards of professional behavior and courtesy in its workforce. The City expects of all employees, appointees, and elected officials to work together to foster an environment free from harassment and discrimination.
SCHEDULE G

CHAPTER 13.1, ARTICLE II, FAIR HOUSING ORDINANCE

Chapter 13.1, Article II, Fair Housing

Sec. 13.1-26. - Same—Power and Duties.

The fair housing office, by and through the fair housing officer, shall have the following functions, powers and duties:

(1) To establish and maintain a principal office within the city as may be necessary.

(2) Upon request, to obtain and utilize the services of all governmental departments and agencies.

(3) To formulate policies to effectuate the purposes of this article and to make recommendations to agencies and officers of the city in aid of such policies and purposes.

(4) To receive complaints alleging violations of this article and to assist complainants to file with the Connecticut Commission on Human Rights and Opportunities for purposes of investigation and remedy.

(5) To develop human rights plans and policies for the city and to assist in their execution, to make investigations and studies appropriate to effectuate this article, to inform persons of the rights assured and remedies provided under this article, to provide good will, and to minimize or eliminate discrimination.

(6) To render each year to the city manager and to the city council a written report of all of its activities and of its recommendations.

(7) To furnish any person with such technical assistance that the office deems appropriate to further compliance with the purposes or provisions of this article.

(8) Such other powers and duties described hereinafter and as may be designated by the city manager or otherwise authorized by the city council.

(Ord. of 9-2-80, § 7)
SCHEDULE H

AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

City of New London

Affirmative Action Plan

Appendix A

[Tab 2]

Affirmative Action/Equal Employment Opportunity Policy Statement

As City Manager of the City New London, I welcome the opportunity to affirm my personal commitment to the principals of Affirmative Action and Equal Opportunity in all areas of our government operations. The City prohibits discrimination and harassment based upon race, color, gender, age, national origin, disability status, and disabled veteran status.

Equal Employment Opportunity is employment of individuals without regard to race, color, religion, age, gender, sexual orientation, marital status, national origin, disabilities, past history of a mental disorder or retardation, disabled veteran except in the case of a bona fide occupational qualification which excludes a member of the above protected groups.

It is the policy of the City to utilize "Affirmative Action" as a tool to redress the effects of past discrimination and to ensure Equal Employment Opportunity. The commitment of Affirmative Action means that we exercise good faith efforts to provide hiring and promotional opportunities for member of underutilized target groups, including minorities, women, individuals with disability challenges and veterans. Further we will take additional steps to recruit, hire and promote these target groups.

The City has a written Affirmative Action Plan that outlines the policies, practices and procedures that are utilized in order to ensure that its policy of equal opportunity, nondiscrimination and affirmative action in areas of employment and contracting are complied with. This plan is an integral part of our daily operations.

I expect the cooperation of every individual in this organization to continually work to achieve equal opportunity and bar discrimination and harassment by incorporating the policies and procedures of the Affirmative Action Plan, as I have.

I welcome the opportunity to discuss any concerns and assist you with the achievement of these objectives. You may also address concerns to the Affirmative Action Office, (860) 447-5295 or the Personnel Department, (860) 447-5235. Address 181 State Street, New London CT 06320.

Richard M. Brown, City Manager:  Date: 10/25/02

This policy supersedes all previous policy(s),

A list of applicable laws can be found in the Affirmative Action Plan Manual available in all departments of the City of New London.
SCHEDULE H
RESPONDENT EEO REPORT

RESPONDENT’S EEO REPORT

<table>
<thead>
<tr>
<th>Part 1 – IDENTIFICATION OF VENDOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. NAME &amp; ADDRESS (As shown on Response)</td>
</tr>
</tbody>
</table>

| 2. CHIEF EXECUTIVE OFFICER FOR ABOVE RESPONDENT (NAME) |

| 4. ADDITIONAL LOCATIONS IN CONNECTICUT |

| ADDRESS | TELEPHONE # |

| Part II: NONDISCRIMINATION POLICIES AND PRACTICES |

| 1a. Have you put into effect a companywide equal opportunity program to promote nondiscrimination? |

| Yes | No |

| 1b. If “Yes” have all your employees been informed of this in writing? |

| Yes | No |

| 2a. Do you sponsor or promote any educational or training programs for your employees or prospective employees? |

| Yes | No |

| 2b. If “Yes” are all such persons given the opportunity to participate in accordance with your nondiscrimination statement? |

| Yes | No |

| 3a. Have all your recruitment sources been notified that all qualified applicants will be considered without discrimination? |

| Yes | No |

| 3b. Has this been done in writing? |

| Yes | No |

| 3c. Do all your employee recruitment advertisements state a nondiscrimination policy? |

| Yes | No |

| 4a. Do you have a collective bargaining agreement or other contract or understanding with a labor union representing the employee employed by you? |

| Yes | No |

| 4b. If “Yes” does each such agreement assure full compliance nondiscrimination requirements? |

| Yes | No |

| 4c. If “No” check here, and explain on a separate attached sheet. |

| Yes | No |

| 5a. Is there a person in your employ who is responsible for assuring equal employment opportunities? |

| Yes | No |

| 5b. If “Yes” give Name and Title |

| Yes | No |
# SCHEDULE H

## RESPONDENT EEO REPORT

### Part III - Hiring and Recruitment

1. Which of the following recruitment sources are used by you? (Check "Yes" of "No" Estimate % if not known)

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>Yes</th>
<th>No</th>
<th>% of all applicants provided by this source</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Employment Service</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private Employment Agencies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Schools and Colleges</td>
<td></td>
<td></td>
<td>High School Diploma</td>
</tr>
<tr>
<td>Newspaper Advertisements</td>
<td></td>
<td></td>
<td>College Degree</td>
</tr>
<tr>
<td>Walk-ins</td>
<td></td>
<td></td>
<td>Union Membership</td>
</tr>
<tr>
<td>Present Employees</td>
<td></td>
<td></td>
<td>Personal Recommendation</td>
</tr>
<tr>
<td>Labor Organizations</td>
<td></td>
<td></td>
<td>Car Ownership</td>
</tr>
<tr>
<td>Minority/Community Organizations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employment Resource Development Agency</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER (Specify)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Check any of the following that you use as hiring qualifications.

<table>
<thead>
<tr>
<th>Qualification</th>
<th>Yes</th>
<th>No</th>
<th>% of all applicants provided by this source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Experience</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ability to speak or write English</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Written Tests</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>High School Diploma</td>
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<td></td>
<td></td>
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<tr>
<td>College Degree</td>
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<tr>
<td>Union Membership</td>
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<tr>
<td>Personal Recommendation</td>
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<td></td>
</tr>
<tr>
<td>Car Ownership</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3a. Describe any other practice which show that you hire, train and promote employees without discrimination.
PART IV – STATISTICS – Employment at RESPONDENT’s location (as shown on Response submittal). In lieu of completing this section, RESPONDENT may submit copy of its most recent Federal EEO-1 report for the reporting location or a copy of its consolidated report for the total organization, if filed within the last year.

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>OVERALL TOTALS (Sum of all columns A-E)</th>
<th>A WHITE (Not of Hispanic Origin)</th>
<th>B BLACK (Not of Hispanic Origin)</th>
<th>C HISPANIC</th>
<th>D ASIAN or Pacific Islander</th>
<th>E AMERICAN INDIAN or ALASKAN NATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Officials and Managers</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
</tr>
<tr>
<td>Professionals</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
</tr>
<tr>
<td>Technicians</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
</tr>
<tr>
<td>Sales Workers</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
</tr>
<tr>
<td>Office and Clerical</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
</tr>
<tr>
<td>Craft Workers (Semi-Skilled)</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
</tr>
<tr>
<td>Operatives (Semi-Skilled)</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
</tr>
<tr>
<td>Laborers (Unskilled)</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
</tr>
<tr>
<td>Service Workers</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
</tr>
<tr>
<td>TOTALS ABOVE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTALS ONE YEAR AGO</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ON THE JOB TRAINEES (Enter figures for the same categories as shown above)

<table>
<thead>
<tr>
<th>Apprentices</th>
<th>Male</th>
<th>Female</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trainees</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PART V- DOCUMENTATION AND COMMITMENT REQUIRED

1. Please submit as part of this EEO report, a copy of your Company Policy Statement of Equal Employment Opportunity.

2. For companies employing more than 10 persons, please submit as part of this EEO report a written commitment to hire minority and female workers if your workforce statistics are not representative of the minority and female workforce availability in your labor market area.

3. If your company is not located in Connecticut, please submit a copy of your local labor market area statistics.

AFFIDAVIT

The RESPONDENT understands and agrees that its failure to meet the equal opportunity requirements established by the City of New London will preclude such Response from being considered. The RESPONDENT agrees to the procedures established by the City of New London in regard to the determination of whether such RESPONDENT is an equal opportunity employer. The RESPONDENT also understands and agrees that the equal opportunity documents will become a part of the contract, and that a breach of the provision of the equal opportunity documents will constitute a breach of the contract subject to such remedies as provided by law.

<table>
<thead>
<tr>
<th>NAME OF PERSON SUBMITTING RESPONSE</th>
<th>TITLE</th>
<th>DATE SIGNED</th>
<th>TELEPHONE NO. (Include Area Code)</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE H

Request for Response (RFR #2018-09)

AFFIDAVIT

STATE OF CONNECTICUT )
 ) ss. ____________________________ ' 2018
COUNTY OF ________________ )

I, ____________________________, being duly sworn, depose and say:

(insert name of authorized agent)

1. I am the ___________________________ of __________________________ (the
   (insert title) (insert name of company)
   "Respondent") and am authorized on behalf of the Proposer to make this Affidavit.

2. I am over 18 years of age and understand the obligations of an oath.

3. There are no delinquent real and personal property taxes due the City of New London from the
   Respondent.

4. The Respondent is current on all monetary obligations due the City of New London.

5. The Respondent is currently in compliance with all applicable laws, regulations and ordinances of
   the United States, State of Connecticut and the City of New London.

__________________________________________
(insert name of company)

By: ______________________________
   Name:
   Title:

Subscribed and sworn to before me, ____________________________ the undersigned officer this

__________________________________________ day of ____________________________, 2018

__________________________________________
Notary Public
My Commission Expires:
SCHEDULE I

PROCUREMENT POLICIES

City of New London Procurement Policies

Chapter 2: Administration, Article V

Sec. 2-69. Classification and value.

Purchases for the city fall into five (5) basic categories. They are: contract services, professional services, public works improvement construction projects, supplies and materials, and capital equipment. The requirements for purchasing in these areas varies with the amount of the purchase and can be divided into the following values: purchases less than three thousand dollars ($3,000.00); purchases from three thousand dollars ($3,000.00) to twenty thousand dollars ($20,000.00); and purchases greater than twenty thousand dollars ($20,000.00).

The following procedures are to be followed:

(a) Purchases less than $3,000.00. A purchase order must be prepared by the department and approved by the purchasing agent. Negotiation as to price is permitted by department heads.

(b) Purchases from $3,000.00 to $20,000.00. Written specifications are required and prepared by the department. Three (3) written Responses must be received and approved by the department head. The department head prepares a purchase order and forwards same with the Responses to the purchasing agent for approval. Negotiated Responses are allowed in instances of contract and or professional services. Three (3) Responses are not required for sole source suppliers or under emergency conditions. A quarterly report from the finance department to the council is required for all purchases.

(c) Purchases greater than $20,000.00. Written Responses are required. Written specifications of the department are also required except in cases of professional services. The RFR must be advertised and received by date certain. A purchase order prepared by the department and approved by the purchasing agent is necessary in all cases. A written contract is required for contract services, professional services, and public works construction. With prior approval of the city council, negotiated contracts are permitted for contract services, professional services, and capital equipment; however, all other requirements for specifications, advertisement, purchase orders and contract award remain.

(d) Public works improvement/construction projects. Any public work or improvement may be executed either by contract or by direct labor as may be determined by the council. Before authorizing the direct execution of any work or improvement, detailed estimates thereof shall be submitted to the council by chief executive officer and there shall be separate accounting as to each work or improvement so executed. All contracts for more than twenty thousand dollars ($20,000.00) shall be awarded to the lowest responsible Respondent, after public advertisement and competition as may be prescribed, but the chief executive officer shall have power to reject all Responses and re-advertise. All advertisements as to contracts shall contain a reservation of the foregoing right. Contracts for public work greater than twenty thousand dollars ($20,000.00) shall be signed by the chief executive officer after approval thereof by the city council. When it becomes necessary in the opinion of the chief executive officer to make alterations or modifications in a contract for any public work or improvement such alterations or modifications shall be made only when authorized by the council upon the written recommendation of the chief executive officer. No such alteration shall be valid unless the price to be paid for the work or material, or both, under the altered or modified contract shall have been agreed upon in writing and signed by the contractor and the chief executive officer prior to such authorization by the council.
ARTICLE I. - IN GENERAL

Sec. 20-1. - Authority of chief executive officer. Modified

The chief executive officer may from time to time suspend any provision of this chapter and make temporary rules for regulation of traffic and the violation of such rules shall be a violation of this chapter. The chief executive officer may post signs bearing the legend "No Parking" or some other appropriate legend upon any highway at any place where the keeping of a vehicle stationary shall be dangerous to traffic, and the keeping of any vehicle stationary, contrary to the direction of such signs shall be a violation of this chapter.

(Ord. of 6-20-27, § 6)

Sec. 20-2. - Authority to prorate for enforcement of regulations. Modified

The chief executive officer (or anyone authorized by him) may make and provide for the enforcement of traffic regulations to meet unusual conditions upon any of the highways of the city, and the violation of any such traffic regulation shall be considered a violation of this chapter.

(Ord. of 6-20-27, § 7)

Secs. 20-3—20-7. - Reserved.

Editor's note—The former sections 20-3—20-7, which pertained to general traffic regulations and derived from an ordinance of January 7, 1918, §§ 1, 2, an ordinance of June 20, 1927, §§ 2, 8—10, and an ordinance of July 15, 1974, § 1, have been deleted at the direction of the city.

Sec. 20-8. - Designation and use of bicycle paths. Modified {Violation # 1}

(a) The chief executive officer is hereby authorized to establish bicycle lanes or paths in the street right-of-ways within the territorial limits of the city for the protection of unmotorized bicyclists.

(b) Automobiles, trucks, motorcycles, motorized bikes and any other motor vehicles shall not enter or traverse such bike lanes or paths, which shall be clearly marked and identified; except for purposes of parking on-street in an authorized parking zone or entering or exiting an off street parking area via an established driveway entrance to a property. Such motor vehicles parking on street shall park as close to the curb as possible so as not to block the bicycle lane. Each motor vehicle operator, before entering, traversing or leaving such lane shall check to ascertain that no bicyclist will be endangered by his action. Fine for violating this subsection shall be up to one hundred dollars ($100.00) and imposition of the fine shall not preclude an aggrieved party from bringing suit in a court of competent jurisdiction for damage or otherwise.

(c) All bicyclists are to use the bicycle lanes which are so marked on designated streets, and are to ride at reasonable rates of speed with both hands on the handlebars. Further, they shall ride in single file and obey all signs. Fines for violating this subsection shall be up to ten dollars.

(Ord. of 6-5-72, §§ 1—3)

Sec. 20-9. - Penalty for violations.

Any person violating any provision of this chapter, for which a specific penalty is not provided, shall be guilty of a misdemeanor, and upon conviction shall be punished by a fine of not less than ten dollars ($10.00) nor more than fifty dollars ($50.00).

(Ord. of 6-20-27, § 23; Ord. of 1-3-61)

Sec. 20-10. - Parking authority. Added
(a) The city hereby establishes a parking authority to be known as the New London Parking Authority (hereinafter “authority”), and designates the city's current parking commission as the authority. Members of the authority shall serve without compensation. Any vacancies which may occur in the membership shall be filled for the unexpired term in the same manner as the original appointment.
(b) The authority shall select from among its members a chairman and a secretary, and may employ necessary personnel to carry out its duties and responsibilities.
(c) The authority shall be given the following powers and designations:

1. All the rights, powers and responsibilities of the city's parking commission currently set forth under the City's Code of Ordinances and the Connecticut General Statutes, Chapter 100, as may be amended;
2. Pursuant to General Statute § 7-207a, the power and authority to designate metered on-street parking zones, and to collect and receive all parking meter revenue to be used as provided for therein;
3. The power and authority to establish parking and resident on-street parking zones within the city;
4. Designated as the city's traffic authority for purposes of carrying out the powers, duties and responsibilities currently set forth under subsection 20-20(d)(1), subsection 20-33(a), and chapter 20, article III of the City's Code of Ordinances, as amended; and
5. Designated as the city's traffic authority for purposes of carrying out the authority and powers set forth in Connecticut General Statutes § 14-307 and § 14-308.
(d) Any enforcement actions required by the authority shall be carried out and conducted by the city's police department or the city's parking enforcement personnel.
(e) Nothing in this section shall limit the authority and powers of the mayor to act as the traffic authority under all other sections of the City's Code of Ordinances not identified herein, including when states of emergency are declared, when natural storms are predicted which are expected to have a significant impact on the city, and during special events being conducted with the city.

(Ord. No. 05-04-15-1, § 1)
Secs. 20-11—20-16. - Reserved. Added
ARTICLE II. - STOPPING, STANDING AND PARKING [2]
Sec. 20-17. - Hearing procedure for parking violations.
The City of New London hereby establishes a parking violation hearing procedure in accordance with Section 7-152b of the Connecticut General Statutes and hereby adopts all of the provisions of such section.
(Ord. of 6-1-87, § 1)
State Law reference—Ord. No. 06-01-87-1, § 1, adopted June 1, 1987, did not specify manner of codification; hence, such provisions have been included by the editor as § 20-17.
Sec. 20-18. - Manner of parking. Modified {Violation # 2}
The operator of a vehicle shall not cause the same to stop or remain standing upon a public highway unless such vehicle is as near as possible and approximately parallel to the curb on the right side of such vehicle and when safety will permit not more than twelve (12) inches therefrom; provided however, the operators of vehicles may cause the same to stop and remain standing with the rear or front of such vehicles to the curb of a public highway when permitted
so to do by the chief executive officer; and provided further, that in such cases either the rear
or the front wheels of said vehicle shall be not more than twelve (12) inches from such curb.
(Ord. of 6-20-27, § 3)
Sec. 20-19. - Parking not to obstruct travel. {Violation # 3}
Except in an emergency the operator of a vehicle shall not stop the same on a public highway
so as to obstruct travel thereon, nor parallel to another previously parked vehicle or parking
space so as to impede or endanger other traffic.
(Ord. of 6-20-27, § 4; Ord. of 5-5-86, § 1)
Sec. 20-20. - Prohibited parking. Modified
(a) No vehicle shall be permitted to remain stationary within ten (10) feet of any fire hydrant
{Violation # 13} nor within the intersection of any highways {Violation # ?} nor upon any
crosswalk {Violation # 3}, or between lines painted upon the pavement to designate places
where pedestrians may cross the highway {Violation # 4}, nor within ten (10) feet of a street
corner {Violation # 11}. No motor vehicle shall be left parked, standing or stopped on or across
any public sidewalk {Violation # 3} except to perform necessary sidewalk construction,
maintenance or repair or if existing from a driveway or alley when necessary to yield to other
traffic.
(b) No operator shall stop, leave or permit such vehicle to stand in such a position on any
highway as to obstruct any driveway {Violation # 16} leading to said street.
(c) No vehicle shall be permitted to remain stationary upon the traveled portion of any highway
except upon the right-hand side of such highway in the direction in which such vehicle is headed
{Violation # 5}, unless otherwise directed.
(d) (1) The chief executive officer shall have the power to prohibit, limit or restrict the
parking of vehicles on any streets, or portion of any street or any publicly owned parking lot
where such parking would endanger or impede vehicle or pedestrian traffic {Violation # ?}.

2 In any space that has been designated as a "No Parking" area {Violation # 6} the chief
executive officer will cause such area to be posted with "No Parking" signs and the operator of
any vehicle parked in such area shall be in violation of the City of New London parking
ordinances and shall pay a penalty as established under section 20-27 to the Traffic Division of
the New London Police Department.

3 In any area where parking has been limited to certain hours the chief executive officer
shall cause to be erected signs which will show either, the hours during which parking is
prohibited or the hours during which parking is permitted and the operator of any vehicle
parked {Violation # 7} not in accordance with the posted limitation shall be in violation of the
City of New London Parking Ordinances and shall pay a penalty as established under section
20-27 to the Traffic Division of the New London Police Department.

4 The chief executive officer shall have the power to designate temporary "no-parking"
areas for the purposes of snow removal {Violation # 8}, street repairs, parades, demonstrations
or any other activity during which parked vehicles would impede, limit or endanger the activity
and the operator of any vehicle parked in an area so posted as a temporary "no-parking" area
{Violation # 14} shall be in violation of the City of New London Parking Ordinances and shall
pay a penalty as established under section 20-27 to the Traffic Division of the New London
Police Department.

5 The chief executive officer shall have the power to designate certain areas as "fire
lanes" {Violation # 15} for emergency access to buildings, public or private, where large
numbers of the general public would normally be found and the operator of any vehicle parked in a marked "fire lane" shall be in violation of the City of New London Parking Ordinances and shall pay a penalty as established in section 20-27 to the Traffic Division of the New London Police Department.

(e) No operator of any vehicle shall cause such vehicle to stand or be parked in any area designated as a "handicapped parking space" [Violation # 17] under section 14-253a of Connecticut General Statutes unless such operator, or another occupant of the vehicle, holds a state handicapped parking identification card and such card is displayed in the left windshield as is required by state statutes or the vehicle bears a handicapped person registration plate, except nothing herein will prohibit the parking of a clearly identifiable vehicle occupied by a handicapped person from another state when so marked and any operator that parks in such area not in accordance with these provisions shall have committed a violation of the City of New London Parking Ordinances and shall pay a penalty as established under section 20-27 to the Traffic Division of the New London Police Department.

(Ord. of 6-20-27, § 5; Ord. of 5-5-86, § 1)

Sec. 20-21. - Standing more than twelve hours.

No operator of a vehicle shall permit the same to remain standing on any highway in one position or in several positions, as herein defined, for more than twelve (12) hours [Violation # ?].

(Ord. of 6-20-27, § 11; Ord. of 1-3-61)

Sec. 20-22. - Storing, dismantling automobiles on highway.

No person shall carry on the business of storing or dismantling automobiles in the highway. [Violation # ?]

(Ord. of 6-20-27, § 15)

Sec. 20-23. - Public service vehicle stand; designation, use.

The following place is hereby designated and established as a stand for public service vehicles other than taxicabs:

That part of the northerly line of State Street or the Parade lying between the southwesterly corner of the Neptune Building and a point ten (10) feet westerly of the intersection of the northerly line of State Street with the westerly line of Water Street, except however, within ten (10) feet of either side of any fire hydrant that may be now or hereafter located within said place [Violation # ?];

No vehicle except a public service vehicle other than a taxi cab shall be parked at such public service vehicle stand [Violation # ?]. No operator of a public service vehicle other than a taxicab shall cause or permit such vehicle to be parked at any place on the highways other than at a public service vehicle stand [Violation # ?].

(Ord. of 6-20-27, § 16; Ord. of 2-6-50)

Sec. 20-24. - Taxicab stands designated.

The following places are hereby designated and established as stands for taxicabs:

(a) That part of the easterly end of State Street which is southerly of the steps leading to the main entrance to the Union Depot and adjacent to the curb which runs parallel to the west side of said Depot, where not more than nine (9) of such taxicabs may stand; all such taxicabs shall stand at right angles to said curb and with their rear bumpers not more than one foot distant from the outer face of said curb and not overhanging said curb or the sidewalk.
(b) That part of the southerly line of State Street or the Parade lying between a point twenty-five (25) feet easterly from the intersection of the southerly line of State Street with the easterly line of Bank Street and a point fifteen (15) feet westerly of the intersection of the southerly line of State Street with the westerly line of Railroad Avenue, except, however, within ten (10) feet of either side of any fire hydrant that may be now or hereafter located within said place; and no vehicle other than a taxicab shall be parked at such taxicab stand. All such taxicabs shall stand at right angles to said curb, and with their rear bumpers not more than one foot distant from the outer face of said curb and not overhanging said curb or the sidewalk.

(Ord. of 6-20-27, § 17; Ord. of 2-6-50)

Sec. 20-25. - Duties of operators of vehicles at public service, taxicab stands.

The drivers or persons in charge of public service vehicles and taxicabs at any designated and established stand for taxicabs shall remain at the rear of or alongside of their respective vehicles, and not more than ten (10) feet distant therefrom when soliciting passengers. No solicitation of passengers on the highway near such stands shall be allowed other than by the drivers or persons in charge of the vehicles parked adjacent to the curb at such stands. The solicitation of passengers on railroad property by persons authorized to so solicit by the railroad company is not prohibited by this section, provided, however, that no such person shall so solicit passengers for vehicles parked adjacent to the curb at designated and established stands, unless he is the driver or person in charge of the vehicle for which he solicits and he remains at the rear of or alongside of his vehicle, and not more than ten (10) feet distant therefrom when soliciting passengers.

(Ord. of 6-20-27, § 18; Ord. of 2-26-50; Ord. of 1-3-61)

Sec. 20-26. - Parking during snowstorms.

(a) The chief of police or his designee shall have authority and responsibility to prohibit and restrict the parking of vehicles along any street in the event of a snowstorm or pending snowstorm, and shall announce the snowstorm through the media.

(b) During any snowstorm or forecast of a snowstorm and thereafter until the cessation of the snowstorm and until the completion of snowplowing operations, the parking of vehicles is permitted only as follows:

(1) On the side of the street with buildings bearing the same odd or even numbers corresponding with the number of the year in which the snowstorm occurs [Violation # 8].

(2) The prohibition as described in subsection (b) (1) hereof shall not apply to Montauk Avenue where parking is permitted on both sides of the street, nor shall it apply to any street with center median dividers of parklets where parking is permitted on both sides of the street adjacent to the curb; provided however, that any street with special parking regulations in effect such regulations shall remain in effect [Violation # 8].

(3) The prohibition of on-street parking shall apply on any public street of which the paved portion for vehicular traffic is twenty (20) feet or less in width [Violation # 8].

(c) During any snowstorm or forecast of a snowstorm and thereafter until the cessation of the snowstorm and until the completion of snowplowing operations, the parking of vehicles is prohibited as follows:

(1) On all public streets within the area bounded on the north by Federal Street, on the west by Huntington Street, on the south by Tilley Street and on the east by the Thames River [Violation # 8].
(2) The parking prohibition as described in subsection (c) (1) hereof shall not apply to
the south side of Starr Street, nor shall it apply to Huntington Street between Washington Street
and Jay Street, nor shall it apply to the north side of Tilley Street, nor shall it apply to the west
side of Eugene O'Neill Drive between Starr Street and Tilley Street [Violation # 8].

(d) Any vehicle found parked in violation of any provision of this section and which is a menace
to traffic, may be removed or conveyed by or under the direction of a member of the police
department by means of towing or otherwise to a public garage in the city and such removal
shall be at the risk of the owner and such owner shall be responsible for all fees resulting from
such towing.

(e) Any vehicle found in violation of any provision of this section shall be served with a parking
ticket for such violation. A police officer shall serve the owner or operator of such vehicle or
attach to such vehicle a parking ticket directing the owner or operator to appear or mail the
parking ticket to the police department with payment. When any person shall receive such
notice from the police department to appear at police headquarters such person may pay the
traffic division of the police department within fourteen (14) days of the issuance of said notice,
and upon payment a prosecution under this section is barred. If, however, no such payment is
made, such person shall be guilty of a misdemeanor and upon conviction shall be punished by
a fine double the amount of the parking ticket issued in addition to any costs incurred.

(Ord. of 1-3-61, §§ 1—3; Ord. of 11-18-63, §§ 1, 2; Ord. of 10-19-64, §§ 1, 2; Ord. of 3-7-77,
§ 1; Ord. of 9-15-80, § 1; Ord. of 1-4-82; Ord. of 4-5-82, § 1; Ord. of 1-17-83; Ord. of 12-15-
86)

Sec. 20-27. - Penalties for parking violations. Modified

The penalties for the motor vehicle parking violations herein set forth shall be as follows:

1. Parking in bicycle lanes, section 20-8(b).....$25.00
2. Parking more than twelve (12) inches from curb, section 20-18 .....25.00
3. Double parking, section 20-19 .....25.00
4. Parking on a sidewalk, section 20-20(a).....25.00
5. Parking on a crosswalk, section 20-20(a).....25.00
6. Parking within ten (10) feet of hydrant, section 20-20(a).....25.00
7. Parking within ten (10) feet of a corner, section 20-20(a).....25.00
8. Obstructing a driveway, section 20-20(b).....50.00
9. Parking on wrong side of street, section 20-20(c).....25.00
10. Parking in no-parking area, section 20-20(d).....25.00
11. Parking in limited parking area, section 20-20(d).....25.00
12. Parking in temporary no-parking area, section 20-20(d).....25.00
13. Parking in fire lanes, section 20-20(d).....50.00
14. Violation of handicapped parking, section 20-20(e).....125.00
15. Parking over twelve (12) hours, section 20-21 .....25.00
16. Parking in a bus stop, section 20-23 .....25.00
17. Violation of winter parking law, section 20-26(b).....25.00
18. Overtime at a parking meter, section 20-45 .....25.00
19. Parking in loading/unloading zone, section 20-33 .....25.00
(20) Residential parking.....25.00
(21) Commercial vehicle in residential zone.....25.00

The aforesaid respective penalties shall be double if not paid within fourteen (14) days.

Sec. 20-28. - Notice of parking violation.

Any police officer or traffic safety assistant or New London Parking Authority employee or its agent may attach to any vehicle found in violation of any of the foregoing parking provisions, a notice to the owner or operator that such vehicle has been parked in violation of law, which notice shall indicate the nature of the violation and instruct such owner or operator to pay the penalty for such violation at police headquarters of the city in person to the traffic division of the New London police department or by mailing such notice, with the amount of the penalty, to the traffic divisions of the New London police department.

Sec. 20-28.1. - Multiple outstanding violations; right to immobilize or tow vehicles.

(a) Application of section to vehicles and owners/drivers. The provisions of this section shall apply to the following vehicles and/or owners/drivers:

(1) Vehicles for which there is fifty dollars ($50.00) in outstanding parking fees, fines or penalties against them; and

(2) Which, after mailing to the registered owner a final notice advising said owner of this Ordinance of June 2, 1986; and

(3) Said vehicle is found parked on any public street, public highway, any portion of the entire width between the boundary line of any way publicly maintained when any part thereof is open to the use of the public for the purposes of vehicular travel, or on any property leased by, or in the possession of the city (including off-street parking facilities under the "parking commission," but excluding parking areas under the control of the board of education.)

(b) Towing and/or immobilization of vehicles:

(1) Any vehicle described in subsection (a) above may be removed or caused to be removed by or under the direction of a member of the police department by towing or otherwise.

(2) In addition to, or in lieu of, towing, any such vehicle shall be immobilized in such manner as to prevent its operation, except that no such vehicle shall be immobilized by any means other than by the use of a device or other mechanism which will cause no damage to such vehicle unless it is moved when such device or mechanism is in place.

(3) In any case involving immobilization of a vehicle pursuant to this section, such member of the police department shall cause to be placed on such vehicle, in a conspicuous manner, notice sufficient to warn any individual to the effect that any attempt to move such vehicle with the device or mechanism in place could result in damage to such vehicle.

(c) Notice to owner:

(1) Within seventy-two (72) hours after towing, the police department shall notify, by registered mail, the owner of such vehicle of the fact of its towing.

(2) Such notification shall inform the owner where the vehicle may be recovered and the conditions under which it will be released.

(d) Required actions of owner to regain possession of vehicle:
(1) Before the owner or person in charge of any vehicle taken into custody, or immobilized as above provided, shall be allowed to repossess or to secure the release of said vehicle, he or his agent shall pay to the police department the following:

a. All fees, fines or penalties legally due for any City of New London parking violations issued and outstanding against such vehicle; and
b. Any fee, fine or penalty for the current parking violation if such vehicle was in violation when immobilized or towed; and
c. All fees, fines or penalties due the city will be paid in cash or with certified check or money order.

(2) Once the provisions of subsection (d) (1) above have been met, the police department will issue a certificate of release to the owner or agent, provided that no such release will be granted until the owner or agent has supplied proper identification and has signed a receipt for the vehicle, and such release shall inform the owner or agent which wrecker service has custody of the vehicle.

a. The costs of towing and storage of such vehicle must be paid directly to the wrecker service prior to release of the vehicle.

b. Such costs for towing and storage shall not exceed the limits established by the Connecticut Department of Motor Vehicles.

(e) Additional penalty. Any person who, after having his vehicle towed or immobilized, shall remove such vehicle without complying with subsection (d) above shall, in addition to the charges provided for in said section, be liable for any damage done to the immobilization device or mechanism and be subject to a fine of not more than one hundred dollars ($100.00).

(f) Responsibility for violation of city parking regulations; establishment of penalty; hearing.

(1) This section applies to violations of parking regulations of the City of New London.

(2) Responsibility for violating city parking regulations, municipal off-street parking regulations, Ocean Beach parking lot and other parking areas regulated by the City of New London and/or Connecticut State Statutes shall rest with the operator. Whenever a violation occurs, proof of the registration number of the vehicle involved shall be prima facie evidence in any criminal or civil action that the owner was the operator.

(3) Any person who shall violate any of the parking regulations as described herein shall be served either in person or by attaching to such vehicle a notice directing the owner of such vehicle to surrender such notice at police headquarters and pay a penalty. The traffic authority from time to time shall establish, by regulations adopted after public notice and public hearings, the penalty for each type of violation and failure to pay the penalty. In establishing the penalty, the traffic authority may impose a higher penalty when the original penalty is not paid within fourteen (14) days of the violation.

(4) The chief executive officer shall appoint one (1) or more parking violation hearing officers to conduct hearings as authorized by Connecticut State Statute 7-148 and Connecticut State Statute 7-152b, subject to provisions of said statutes.

(Ord. of 6-2-86, § 1; Ord. of 7-7-86; Ord. No. 10-03-11-2, § 1, 10-3-11)

Editor's note—An ordinance adopted June 2, 1986, pertaining to immobilization or towing of vehicles for which there are multiple outstanding parking violations, was designated as § 20-
29(a). Such provisions, as amended by an ordinance of July 7, 1986, have been codified herein as § 20-28.1 for purposes of classification and to maintain the numbering system of the Code.

Sec. 20-29. - Right to tow vehicle in violation, to impose penalties.

Nothing herein contained shall be construed as a limitation on the right of police to remove motor vehicles by towing for violations where such removal is provided for by ordinance or other rule or regulation, nor as a limitation on the power of the circuit court to impose penalties as provided in the General Statutes of the State of Connecticut.

(Ord. of 6-19-61, § 3)

Sec. 20-30. - Removal of vehicle obstructing traffic.

Whenever any vehicle shall be obstructing traffic, such vehicle may be removed or conveyed by or under the direction of a member of the police department by means of towing the same or otherwise to a public garage in the city, and such removal shall be at the risk of the owner; and before the owner or person in charge of such vehicle shall be permitted to remove the same from the custody of the police department, he shall furnish evidence of his identity and ownership or right to possession, shall sign a receipt for said vehicle, and shall pay a fee of five dollars ($5.00), plus towing and storage charges.

(Ord. of 6-20-27, § 24; Ord. of 1-3-61)

Sec. 20-31. - Removal of abandoned, inoperable, or unregistered motor vehicles.

Any abandoned, inoperable, or unregistered motor vehicle within the city limits which remains unmoved for thirty (30) days after notice by the building official to the property owner on which said vehicle so remains, requesting removal of said vehicle, and notice by the building official in a newspaper having a substantial circulation in the city, may be removed and disposed of by said building official.

(Ord. of 2-15-78, § 1)

Sec. 20-32. - Parking of trucks and similar vehicles in residential areas.

No commercially operated or licensed vehicle having a gross weight of ten thousand (10,000) pounds, or greater, nor of any weight but displaying a commercial message or sign greater than sixty (60) square inches in area, shall be parked or stored for more than four (4) hours in any residential zoned area [Violation # 19], or on any public street abutting said zone, except as follows:

(a) Within a completely enclosed structure;
(b) When actively engaged in the pursuit of business, i.e. loading, unloading, installation or repair, and directly related to property located in a residential zone;
(c) Any legally existing, nonconforming or nonresidential use, located in a residential zone, provided said vehicles are not parked or stored in the required front or side yards. An on-street parking of such vehicles shall be restricted to the abutting street frontage related to the non-residential use;
(d) Where adequate on-site garaging or effectively visually screened parking is provided for same;
(e) On an incidental use, not exceeding an average of once a month, when such use is in conjunction with the need for emergency repair response such as by a utility serviceman or mechanical systems repairman, or other incidental use approved by the chief of police.

In the event any such vehicle is found parked in violation of this section, a police officer or traffic safety assistant may serve upon the owner or operator of such vehicle, or attach to such
vehicle, a notice directing the owner or operator thereof to appear at police headquarters of
the city before the time specified in such notice. When any person shall receive such notice
from the police department to appear at police headquarters of the city, such person may pay,
in person or by mail, to the traffic division of the police department, within seven (7) days of
the issuance of such notice, the sum of fifteen dollars ($15.00), and upon payment a
prosecution under this section for the violation in question shall be barred. If, however, no such
payment is made, such person shall by guilty of a misdemeanor and upon conviction shall be
punished by a fine of twenty-five dollars ($25.00).

(Ord. of 3-15-82, § 1)
Editor's note— A nonamendatory ordinance adopted Mar. 15, 1982, has been codified herein
as § 20-32 for purposes of classification.
Sec. 20-33. - Designation of loading zones generally; regulation; penalty for violation.
(a) The city manager shall have the power to determine the location of loading and
unloading zones on city streets and city owned lots open to vehicular traffic and shall cause to
be erected and maintained signs designating the same.
(b) No operator of any vehicle shall park in a loading zone unless actively engaged in loading
or unloading of bulky material or merchandise and then for a period of no longer than one (1)
hour unless the size of the load dictates the necessity of a longer period, but then no longer
than actually necessary to complete the loading/unloading.
(c) The operator of any vehicle parked in a posted "loading zone" not in accordance with
subsection (b) above shall be in violation of the City of New London parking ordinances and
shall pay a penalty as established under section 20-27 to the Traffic Division of the New London
Police Department.

(Ord. of 5-5-86, § 1)
Editor's note— An ordinance adopted May 5, 1986, § 1, added provisions designated as § 20-
49A, which pertained to location and regulation of loading zones. For purposes of classification,
such provisions have been redesignated by the editor as § 20-33.
Cross reference— Use of metered space for expeditious commercial deliveries, § 20-49.
Secs. 20-34—20-41. - Reserved.

ARTICLE III. - PARKING METERS
Sec. 20-42. - Definitions.
For the purpose of this article, the following terms shall have the meanings ascribed to them:
Vehicle as used herein shall mean any device used for conveyance, drawing or other
transportation of persons or property, whether on wheels or runners or otherwise, when on a
public highway;
Parking shall mean the standing of a vehicle whether occupied or not upon a highway otherwise
than temporarily for the purpose of and while actually engaged in receiving or discharging
passengers or loading or unloading merchandise or when stopped for any traffic regulations,
traffic signs or signals;
Operator shall mean the person operating or in control of a vehicle on a public highway.
(Ord. of 7-2-41, § 1)
Sec. 20-43. - Purpose of article.
This article is adopted in the interest of public safety, convenience and welfare, and shall be liberally construed to effect the purpose hereof. Every person shall comply with, observe and obey, when applicable all the provisions and requirements contained herein.

(Ord. of 7-2-41, § 12)

Sec. 20-44. - Authority of city manager.
Whenever because of traffic conditions or otherwise the parking of vehicles on any public street or part thereof cannot in the opinion of the city manager as the traffic authority of the City of New London be adequately and efficiently regulated and controlled, the city manager as traffic authority of the City of New London may authorize the installation of parking meters and designated parking meter zones, fix the zone parking fee and the legal parking time in such zone, and also fix the hours during which the use of parking meters shall be required, and in accordance therewith cause lines or markers to be placed upon the curb or pavement, or both, of the street adjacent to each parking meter in such zone designating the parking meter space for which said meter is to be used.

(Ord. of 7-2-41, § 2)

Sec. 20-45. - Parking in parking meter space.
When any vehicle shall be parked in any parking meter space adjacent to which a parking meter is located, the operator of such vehicle shall park it within the lines or marks established, excepting such vehicles whose length, width or load overlap the said lines or marks, and upon entering said parking meter space, immediately deposit or cause to be deposited in said parking meter such proper coin of the United States as is required by the traffic authority for such parking meter and as is designated by proper directions on the meter; and when required by directions on the meter, the operator of said vehicle after the deposit of the proper coin shall also completely turn or cause to be turned the crank handle on said parking meter for the purpose of starting the timing mechanism, and failure to deposit such proper coin (and to turn the crank handle when so required) shall constitute a violation of this ordinance. Upon the deposit of such proper coin, placing said meter in operation, the parking meter space may be lawfully occupied by such vehicle during the period of parking time which has been prescribed for the part of the street in which said parking meter space is located. If such vehicle shall remain parked in any such parking meter space beyond the parking time limit fixed for such parking meter space, and if the parking meter shall by its dial and pointer or otherwise indicate such illegal parking, then in that event, such parking overtime and beyond the period of legal parking time shall be deemed a violation of this article.

(Ord. of 7-2-41, § 3)

Sec. 20-46. - Use of slugs in meters.
It shall be unlawful to deposit or cause to be deposited in any parking meter any slug, device or substitute for a proper coin of the United States.

(Ord. of 7-2-41, § 4)

Sec. 20-47. - Tampering with, damaging meter.
It shall be unlawful for any person not so authorized to deface, damage, tamper with, open or willfully break, destroy or impair the usefulness of any parking meter installed under the provisions of this article or aid or abet in doing the same.

(Ord. of 7-2-41, § 5)

Sec. 20-48. - Unlawful extension of meter time.
It shall be unlawful for any persons to deposit or cause to be deposited in any parking meter additional proper coins of the United States for the purpose of increasing or extending the legal parking time which has been established by the traffic authority for the parking meter space adjacent to which said parking meter is placed.

(Ord. of 7-2-41, § 6)

Sec. 20-49. - Use of spaces for loading or unloading.

Vehicles bearing commercial license plates may occupy the parking meter space adjacent to any parking meter for the purpose of loading or unloading merchandise or packages without the deposit of a proper coin in said parking meter; provided that such loading or unloading is done as expeditiously as possible.

(Ord. of 7-2-41, § 7)

Sec. 20-50. - Removal of vehicles parked in violation.

Whenever any vehicle shall be found parked in any parking meter space overtime and beyond the period of legal parking time established for such place by the traffic authority, or shall be found parked therein during any period when parking is prohibited or shall be found parking in violation of any provision of any resolution, rule or regulation of the traffic authority, such vehicle may be removed or conveyed by or under the direction of a member of the police department by means of towing the same or otherwise to a public garage in the City of New London, and such removal shall be at the risk of the owner; and before the owner or person in charge of such vehicle shall be permitted to remove the same from the custody of the police department, he shall furnish evidence of his identity and ownership or right to possession and shall sign a receipt for said vehicle; and for a first violation shall pay to the clerk of the police court a fee of three dollars ($3.00), plus storage charges at one dollar ($1.00) per day, and for each subsequent violation he shall pay a fee of five dollars ($5.00), plus storage charges; provided, however, a police officer may in lieu of towing such vehicle to a public garage serve upon the owner or operator of such vehicle or attach to such vehicle a notice directing the owner or operator thereof to appear at police headquarters of the City of New London before the time specified in such notice.

(Ord. of 7-2-41, § 8)

Sec. 20-51. - Prima facie evidence of identity of violator.

In any prosecution or proceeding hereunder, the registration plate displayed on the motor vehicle shall constitute prima facie evidence that the owner of such vehicle was the person who parked such vehicle at the place where such violation occurred.

(Ord. of 7-2-41, § 10)

Sec. 20-52. - Collection of meter deposits.

It shall be the duty of the city manager to designate a person to make regular collections of the coins deposited in parking meters.

(Ord. of 7-2-41, § 11; Ord. of 6-19-44)

Sec. 20-53. - Use of meter deposits.

The coins deposited in parking meters are required to provide for the proper regulation and control of traffic upon the public streets in the City of New London; to provide for the cost of supervision; the regulating and control of the parking of vehicles in parking meter zone; and to cover the cost of purchase, supervision, protection, inspection, installation, operation, maintenance, control and use of parking meters.
Provisions declared cumulative.
This article shall be deemed in addition and supplementary to any prior and existing traffic ordinances, rules and regulations. If, however, any of such existing ordinances, rules and regulations, or parts thereof, are inconsistent with this article, they are hereby repealed.

Violations and penalties.
Any violation of or failure to comply with the provisions of the rules or regulations adopted by the traffic authority in connection with parking meters, and evidenced by suitable signs or marks indicating such rules, shall be punishable by a fine not exceeding one hundred dollars ($100.00), or by imprisonment not exceeding thirty (30) days, or both.

Art. IV. - OFF-STREET PARKING

Authority of parking commission.
In addition to establishing and collecting reasonable off-street parking fees for the use of public off-street parking facilities pursuant to Section 2 of Number 52 of the 1953 Special Act of the General Assembly, the parking commission of the City of New London may from time to time, make, establish, alter and amend rules and regulations governing the use of off-street parking facilities, maintained and operated by said commission, so as to provide for the orderly use of such facility.

Scope of rules and regulations.
Such rules and regulations may prescribe the hours of the day when such facility shall be open for public use, the hours when parking fees shall be in effect and the maximum time limit for parking vehicles, the manner of parking vehicles in said facilities, the method of collecting parking fees, including the installation of parking meters and regulations concerning the use, the speed and manner of operation of motor vehicles within the limits of such off-street parking facilities.

Effect of rules and regulations; approval, publication required.
All such rules and regulations shall have the force of ordinances of the City of New London, but no such rule or regulation shall become effective until after it has been approved by vote of the council of the City of New London and has been published in full at least once, in a daily newspaper having a general circulation in the city.

Rules and regulations for collecting fees and charges.
The parking commission may provide for and make appropriate rules and regulations for methods of collecting fees or charges either by the installation of parking meters, by the collection of fees by attendants or by the use of stamps, tokens or cards, provided however, that in the event the use of stamps, tokens, cards or anything other than cash is authorized by the parking commission, such stamps, tokens or cards shall be redeemable in cash and the parking commission shall, before authorizing their use, adopt and establish all necessary and proper procedures and measures for regulating their use and obtaining from the person,
corporation or agency issuing such stamps, tokens or cards all proper instruments in writing containing all of the terms, conditions and agreements relative to the use of such stamps, tokens, or cards, their acceptance by the parking commission, their value, and the time, place and method of redemption and by whom they are to be redeemed and all other terms and conditions which are necessary or advisable to properly protect the City of New London and to guarantee the payment to the City of New London in cash of such sum of money as is equivalent to the aggregate value of all such stamps, computed at their face value, received and accepted by the City of New London for parking fees or charges and deposited with or delivered to the proper depository or issuing party.

(Ord. of 8-14-56, § 7; Ord. of 12-5-58)

Sec. 20-71. - Use of parking facilities.

No person shall use or attempt to use such parking facilities, for the use of which, a charge or fee is made by the parking commission, unless he shall pay the charge or fee established therefor. Nor shall any person use or attempt to use such parking facilities, except in accordance with the rules and regulations established by said commission. Whenever parking meters have been installed by said commission for the collection of parking fees, the operation of such parking meters and the provisions governing their use and the penalties for the violation of said provisions shall be the same as the provisions contained in the article pertaining to parking meters except in so far as the provisions of said article shall be inconsistent with the rules and regulations duly adopted by said parking commission.

(Ord. of 8-14-56, § 4)

Sec. 20-72. - Violations and penalties.

The violation of any such rule or regulation of the parking commission duly established under this article shall constitute a violation of this article and any person so violating any of such rules or regulations or any provision of this article shall be guilty of a misdemeanor and shall be punished by a fine of not more than one hundred dollars ($100.00) for each offense.

(Ord. of 8-14-56, § 5)