

# REQUEST FOR PROPOSALS

PARKING PAY STATIONS / METER MECHANISMS / HANDHELD CITATION DEVICE

TOWN OF DEWEY BEACH, DELAWARE

## REQUEST FOR PROPOSALS

**February 17, 2012**

**Dear Service Provider:**

The Town of Dewey Beach located in the State of Delaware is now accepting Proposals for a company to provide services for Parking Pay Stations, Meter Mechanisms and Handheld Citation Devices. The requirements for submitting a Proposal are stated in the attached Request for Proposal (the "RFP"). Please review them carefully.

Proposals are due to the Town of Dewey Beach, Attention: Acting Town Manager Bill Brown, 105 Rodney Avenue Dewey Beach, Delaware 19971, no later than March 2, 2012 at 5:00 p.m. EST. One (1) electronic copy on disc in Word or Adobe format, one (1) original and three (3) copies of your Proposal response should be submitted in a sealed opaque envelope or box plainly marked with the Proposal number and service description, as follows:

Request for Proposals Attention: Mr. Bill Brown - Name of Company Submitting Proposal Town of Dewey Beach, DE Parking Pay Stations, Meter Mechanisms and Handheld Citation Device RFP # 12001

RFP questions must be directed to Bill Brown, Acting Town Manager for the Town of Dewey Beach, DE per the enclosed instructions in Section 2.4. The Town of Dewey Beach, DE is an equal opportunity purchaser. Copies of the RFP in Microsoft Word format are available upon request.

Sincerely,

*Mr. William R. Brown*

Acting Town Manager

# Section 1 Introduction and General Information

## 1.0 Introduction.

The Town of Dewey Beach, DE requests proposals for the following purpose according to the terms and conditions attached.

## 1.1 Purpose of Solicitation.

The purpose of this Request for Proposals (RFP) is to solicit products and services for the Town of Dewey Beach Parking Pay Stations, Meter Mechanisms, And Handheld Device Project. The Project involves the purchase and installation of pay station units and meter mechanisms as described in detail in Section 3, Scope of Work. It also includes purchase or lease of handheld citation devices.

We greatly appreciate your interest in serving the Town on this important project, and we look forward to receiving the requested information from your organization.

Please note that this RFP does not constitute an offer but rather a request for offers from Service Providers.

## 1.2 Definitions.

As used in this RFP, the following terms shall have the meanings set forth below:

*Agreement:* Refers to the Contract executed between the Service Provider and the Town.

*Contract:* Refers to a Contract executed by the Town and the Service Provider for all or part of the products and services covered by this RFP.

*Town:* Refers to the Town of Dewey Beach, DE.

*Evaluation Committee:* Refers to the team of Town staff that will make a recommendation for Contract award.

*Project:* Refers to the Town of Dewey Beach PARKING PAY STATIONS, METER MECHANISMS, HANDHELD CITATION DEVICE Project.

*Proposal:* Refers to the Company's official response to this RFP.

*RFP:* Refers to Request For Proposals number 12001 for the Parking Pay Stations and related services and equipment.

*Services:* Refers to all specifications and requirements outlined in this RFP and all actions of the Service Provider relating to Parking Pay Stations Meter Mechanisms and Handheld Citation Device.

*Service Provider:* Refers to each firm that submits a Proposal for consideration by the Town in compliance with the requirements stated in this

*RFP or a Company selected to perform the Services.*

### **1.3 Town Project Manager.**

Upon Contract award the Town will provide a Project Manager for this Project who will represent the Town's best interests in implementing the Project. The Town Project Manager will facilitate the flow of information between the Service Provider and Town personnel that will need to have input into the development of the Project.

### **1.4 Accuracy of RFP and Related Documents.**

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

Should a Service Provider find discrepancies or omissions in this RFP or any other documents provided by the Town, the Service Provider should immediately notify the Town of such potential discrepancy in writing, and a written addendum will be issued if the Town determines clarification necessary. Each Service Provider requesting an interpretation will be responsible for delivering such requests to the Town's designated representatives in writing as described in Section 2.4.

### **1.5 Town Rights and Options.**

The Town, at its sole discretion, reserves the following rights:

- 1.5.1 To supplement, amend, substitute or otherwise modify this RFP at any time;
- 1.5.2 To cancel this RFP with or without the substitution of another RFP;
- 1.5.3 To take any action affecting this RFP, this RFP process, or the services or facilities subject to this RFP that would be in the best interests of the Town;
- 1.5.4 To issue additional requests for information;
- 1.5.5 To require one or more Service Providers to supplement, clarify or provide additional information for the Town to evaluate the proposals submitted;
- 1.5.6 To conduct investigations with respect to the qualifications and experience of each Service Provider;
- 1.5.7 To waive any defect or technicality in any Proposal received; and
- 1.5.8 To reject any or all Proposals.

## **1.6 Expense of Submittal Preparation.**

The Town accepts no liability for the costs and expenses incurred by the Service Providers in responding to this RFP, in preparing responses for clarification, in attendance at interviews, participating in contract development sessions, or in meetings and presentations required for the contract approval process. Each Service Provider 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 Town for the costs and expenses associated with the procurement process.

## **1.7 Proposal Conditions.**

The following terms are applicable to this RFP and your organization's Proposal.

- 1.7.1 **RFP Not An Offer.** This RFP does not constitute an offer by the Town. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the Town unless the Town and your organization execute a Contract. No recommendations or conclusions from this RFP process concerning the Service Provider shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of the Town of Dewey Beach, DE.
- 1.7.2 **General Reservation of Rights.** The Town reserves the right, in its sole discretion, to reject any or all Proposals in response to this RFP, to waive any irregularities or informalities in a Proposal, and to enter into any agreement deemed by the Town to be in the best interest of the Town, with one or more of the Service Providers responding. The Town reserves the right to discuss and negotiate with selected Service Provider(s) any terms and conditions in the Proposals including but not limited to financial terms.
- 1.7.3 **Town's Right to Terminate Discussions.** Your organization's participation in this process might result in the Town selecting your organization to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the Town to execute a Contract or to continue discussions. The Town can terminate discussions at any time and for any reason.
- 1.7.4 **Requirement for Representation as to Accuracy and Completeness of Proposal.** Each Service Provider shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal: "The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the Town, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Town as to any material facts."
- 1.7.5 **Trade Secrets/Confidentiality.** Upon receipt at the Town of Dewey Beach, your Proposal is considered a public record except for material which qualifies as "trade secret" information. After the Proposal opening, your Proposal will be reviewed by the Town's Evaluation Committee, as well as other Town staff and members of the general public who submit public records requests. To properly designate material as trade secret under these circumstances, each Service Provider must take the following precautions: (a) any trade secrets submitted by a Service Provider should be submitted

in a separate, sealed envelope marked “Trade Secret—Confidential and Proprietary Information—Do Not Disclose Except for the Purpose of Evaluating this Proposal,” and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Proposal, each Service Provider agrees that the Town may reveal any trade secret materials contained in such response to all Town staff and Town officials involved in the selection process, and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by the Town to assist in the selection process. Furthermore, each Service Provider agrees to indemnify and hold harmless the Town 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 Service Provider has designated as a trade secret. Any Service Provider that designates its entire Proposal as a trade secret may be disqualified.

- 1.7.6 **Statutory Requirements.** Any Contract awarded as a result of this RFP shall be in full conformance with all statutory requirements of the Town of Dewey Beach and all statutory requirements of the Federal Government, to the extent applicable.
- 1.7.7 **Reservation of Right to Change Schedule.** The Town shall ultimately determine the timing and sequence of events resulting from this RFP. The Town reserves the right to delay the closing date and time for any phase if Town staff believe that an extension will be in the best interest of the Town.
- 1.7.8 **Additional Evidence of Ability.** A Service Provider shall be prepared to present additional evidence of its experience, qualifications, ability, products, service facilities, and financial standing if requested by the Town.
- 1.7.9 **Proposal Terms Firm and Irreversible.** The signed Proposal shall be considered a firm offer on the part of the Service Provider. The Town reserves the right to negotiate price and services. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the Town. The Service Provider chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the Town’s election. Any false or misleading statements found in the Proposal will be grounds for disqualification.
- 1.7.10 **Proposal Binding for 180 Days.** Each Proposal shall be signed by an individual authorized to bind the Service Provider and shall contain a statement to the effect that the Proposal is a firm offer for a one-hundred-eighty (180) calendar day period from the date of the opening. The Town reserves the right to negotiate price and services. All prices quoted shall be firm and fixed for the full Contract period. The Proposal shall provide the name, title, address and telephone number of the individual with authority to contractually bind the Service Provider. The Town has the option to accept subject to exception by Contract.
- 1.7.11 **Subcontracting.** The Town intends to contract with the Service Provider of the winning Proposal. The successful Service Provider shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Successful Service Provider will assume all responsibility for the performance of the services that are supplied by the subcontractor. Additionally, the Town must be named as a third party beneficiary in all subcontracts.

- 1.7.12 **Use of Town's Name.** No advertising, sales promotion or other materials of the Service Provider or its agents or representatives may identify or reference this Agreement or the Town in any manner absent the Town of Dewey Beach, DE prior written consent.
- 1.7.13 **Withdrawal for Modification of Proposals.** Service Providers may change or withdraw their proposals at any time prior to Proposal opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted Proposal, which is addressed in the same manner as the proposal, and received by the Town prior to the scheduled closing time for receipt of proposals, will be accepted. The Proposal, when opened will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope, which is plainly marked "Modifications to Proposal."
- 1.7.14 **No Bribery.** In submitting a response to this RFP, each Service Provider certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the Town in connection with this Agreement.
- 1.7.15 **Exceptions to RFP.** Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An "exception" is defined as the Service Provider's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Service Provider's solution, must be described in detail.
- 1.7.16 **Fair Trade Certifications.** By submission of a Proposal, the Service Provider certifies that in connection with this procurement:
- The prices have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with anyone; and unless otherwise required by law, the prices which have been quoted in its Proposal have not been knowingly disclosed by the Service Provider and will not knowingly be disclosed by the Service Provider prior to opening; and
- No attempt has been made or will be made by the Service Provider to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
- 1.7.17 **Compliance with Laws.** In submitting a Proposal, each Service Provider agrees to make itself aware of and comply with all local, state, and federal ordinances, statutes, laws, rules, and regulations applicable to the services covered by this RFP. Each Service Provider further agrees that it will at all times during the term of the Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to Workers' Compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work covered by this RFP.

- 1.7.18 **Clarification of Ambiguities.** Any Service Provider believing that there is any ambiguity, inconsistency or error in this RFP shall promptly notify the Town in writing of such apparent discrepancy. Failure to notify will constitute a waiver of claim of ambiguity, inconsistency or error.
- 1.7.19 **Service Provider’s Obligation to Fully Inform Themselves.** Service Providers or their authorized representatives are expected to fully inform themselves as to all conditions, requirements and specifications of this RFP before submitting Proposals. Failure to do so will be at the Service Provider’s own risk.
- 1.7.20 **Disclaimer.** Each Service Provider must perform its own evaluation and due diligence verification of all information and data provided by the Town. The Town makes no representations or warranties regarding any information or data provided by the Town.

## Section 2 Description of Procurement Process

### ***2.0 Description of Procurement Process.***

This Section 2.0 contains information, which shall govern the procurement process for this project.

### ***2.1 Schedule and Process.***

The following chart shows the schedule of events to prepare your organization’s Proposal. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

<i>DATE</i>	<i>EVENT</i>
02,17,2012	<i>Issuance of RFP.</i> The Town issues this RFP.
02,27,2012	<i>Request for Proposal Acknowledgement.</i> Organizations who intend to submit a Proposal shall submit the RFP Acknowledgement Form by this date to the fax number listed in Section 2.2.
02,27,2012	<i>Submission of Written Questions.</i> Service Providers are permitted to submit to the City written questions, but only for purposes of clarifying this RFP.

03,02,2012

***Proposal Submission.*** Proposals are due by 5:00 PM EST on this date, at the Town Hall. All Proposals will be time-stamped upon receipt and held in a secure place until opened. Proposals received after proposal submission time and date will not be considered.

## ***2.2 Request For Proposals Acknowledgement.***

Upon your organization's receipt of this RFP, acknowledge its receipt via facsimile by February 27, 2012 using the Request for Proposals Acknowledgement Form located in Section 7, Form One. Complete the form in its entirety advising the Town of your firm's intention to submit or not submit a Proposal and the name, address, telephone number, facsimile number and e-mail address of your primary and secondary contact person. The completed and signed form should be faxed to the Town of Dewey Beach, Attention: Bill Brown.

## ***2.3 Interpretations and Addenda.***

No interpretation or clarification of the meaning of any part of this RFP will be made orally to any Service Provider with the exception of questions posed at the pre-proposal conference. Otherwise, Service Providers must request such interpretations or clarification in writing from the Town. Requests for information or clarification of this RFP must be made in writing and addressed to Mr. Brown at the address, fax, or e-mail address listed below, with e-mail being the preferred method of communication. Questions should reference the RFP page and topic number.

Town of Dewey Beach RFP # 12001 105 Rodney Avenue Dewey Beach, Delaware.  
302.227.6363 Fax: 302.227.8319 E-mail: [bbrown@townofdeweybeach.com](mailto:bbrown@townofdeweybeach.com)

The Town will post an answer to questions posed by Service Providers or general information concerning the RFP in the form of an addendum on the Internet [www.Townofdeweybeach.com](http://www.Townofdeweybeach.com) . RFP information can be accessed at the website by searching for bid number RFP 12001. It is the responsibility of the Service Provider to check the website for any addenda issued for the Project.

Please submit your questions by March 2, 2012 so they can be addressed at the pre-proposal.

The Town reserves the right to disqualify any Service Provider who contacts a Town employee, or agent concerning this RFP other than in accordance with this Section. Nothing in this Section shall prohibit the Town from conducting discussions with Service Providers after the Proposal opening.

As part of the evaluation process, the Evaluation Committee may engage in discussions with any Service Provider. Discussions might be held with individual Service Providers to determine in greater detail the Service Provider's qualifications, to explore with the Service Provider the scope and nature of the required contractual services, to learn the Service



Provider's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the Town. The Town may in its discretion require one or more Service Providers to make presentations to the Evaluation Committee.

#### ***2.4 Interviews, Meetings and Negotiations with Service Providers.***

The Service Provider may be required to appear before the Town and/or its representatives for an interview. During such interview, the Service Provider may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed.

Additional meetings may be held to clarify issues or to address comments, as Town deems appropriate. Service Providers will be notified in advance of the time and format of such meetings.

Since the Town may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall define the Service Provider's best offer for performing the Services described in this RFP.

#### ***2.5 Submission of Proposals.***

One (1) electronic copy on disc in Word or Adobe format, one (1) original signed in ink by an authorized company official and three (3) copies of your Proposal response should be submitted by March 2, 2012 at 5:00 PM EST to the address listed in 2.3 above. The "original" proposal and each the copies shall be complete and unabridged, and shall not refer to any other copy of the signed/sealed original for any references, clarifications, or additional information. When received, all proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the Town. Proposals sent by facsimile will not be accepted. Proposals must include a solution for all requirements of the RFP to be considered. Proposals received after proposal submission time and date will not be considered.

Please do not arrive at the Proposal opening for the purposes of reviewing your competitor's Proposals. Proposals will not be made available to inspect or copy until any trade secret issues have been resolved.

#### ***2.6 Correction of Errors.***

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Service Provider further agrees that in the event of any obvious errors, the Town reserves the right to waive such errors in its sole discretion. The Town, however, has no obligation under any circumstances to waive such errors.

### **Section 3 Background and Scope of Work**

### **3.0 BACKGROUND.**

The Town of Dewey Beach desires the services of a Contractor to provide and install Parking Pay Stations at select locations. The Pay Stations should meet the minimum requirements specified in the scope of services. The Town also requests Pay Station providers to propose any additional features that would benefit the Town. The Town desires to also purchase meter mechanisms and handheld citation devices.

### **3.1 SCOPE OF WORK.**

The Town of Dewey Beach initially plans to purchase approximately 6-7 Parking Pay Stations as well as installation services and training. The Town also requests unit pricing for replacement stations. The Parking Pay Stations must meet the minimum requirements stated in this section. The Town would like service providers to propose any additional services that can be included with the Parking Pay Stations that would benefit the Town. The Town also plans to purchase 7 meter mechanisms that are capable of accepting coin, debit/credit cards and pay by phone and being installed in Duncan Model 70 housing. The Town also plans to purchase or lease 4 handheld citation devices.

### **3.2 Summary of Requirements**

- 3.2.1 Pay-by-space electronic parking meter mechanisms.
- 3.2.2 Meter management systems (software) for purpose of communications, maintenance and auditing.
- 3.2.3 Installation of approximately 6-7 pay stations (pay-by-space).
- 3.2.4 Field and remote/office programmable (i.e. rate structures, on/off periods, special events, etc...).
- 3.2.5 Fabricated in hardened steel that is vandal resistant and able to be cleaned very easily.
- 3.2.6 Shall use no consumables such as paper receipts/vouchers.
- 3.2.7 Shall use no printers and cutting devices.
- 3.2.8 Training of critical staff associated with repair, maintenance and auditing applications.
- 3.2.9 Modular for future upgrades.
- 3.2.10 Purchase or lease four (4) handheld citation devices.
- 3.2.11 7 meter mechanisms that are capable of accepting coin, debit/credit cards and pay by phone and being installed in Duncan Model 70 housing.

### **3.3 Payment Types**

- 3.3.1 Must Accept up to 8 different coins and/or tokens listed below:
  - 3.3.1.1 U.S. Dollar coin
  - 3.3.1.2 Quarter
  - 3.3.1.3 Dime
  - 3.3.1.4 Nickel

- 3.3.2 Must have Cell pay (pay by phone) system capability. If any additional operating costs are associated with this service (i.e. hosting costs) those costs must be disclosed in your bid. Pay station machines must be automatically updated with paid parking for that space if a citizen chooses to use pay by cell.
- 3.3.3 Must be able to program each space with different rates or times (valet or 30 minute parking).
- 3.3.4 Credit card acceptance shall include Visa and MasterCard. Must be real time acceptance.
- 3.3.5 All transactions must meet or exceed the latest security requirements (encryption, etc...) for wireless financial data communications.
- 3.3.6 Must be PCI compliant and be on Visa/master Card approved listings.

### **3.4 Housing Components**

- 3.4.1 Internal components enclosed in a theft resistant hardened steel housing.
- 3.4.2 Units must be plumb mounted to sidewalk or Town approved site.
- 3.4.3 Bolts (anchor) must only be accessible by Town of Dewey Beach maintenance staff.
- 3.4.4 Bolts (anchor) must not be viewable by the public.
- 3.4.5 Coin chute must have an anti back up device to prevent coin retrieval.
- 3.4.6 Coins passing through the unit should be deposited directly into a removable sealed coin vault/canister (must be plastic or steel cashbox) securely enclosed in separate compartment of pay station.
- 3.4.7 The Cash Box area must be separate from all maintenance functions (no exchangeable parts such as batteries).
- 3.4.8 Their must be no exposed hinges on housing (all must be recessed).

### **3.5 Locks**

- 3.5.1 All lock locations must be concealed from public view.
- 3.5.2 All locks (housing and vault) must be at a minimum equal to or greater than the superior high security locks currently on the market.
- 3.5.3 Locks must not utilize oval or hollow keys.
- 3.5.4 Locks must not utilize tumblers.
- 3.5.5 Locks must not be able to have key codes changed without Town of Dewey Beach's written approval to either the vendor or the lock manufacturer.
- 3.5.6 Locks must not be able to be purchased from vendor or lock manufacturer without Town of Dewey Beach's written approval.
- 3.5.7 Locks should be corrosive resistant and should not require regular cleaning or maintenance.
- 3.5.8 Must offer electronic locks.

### **3.6 Power Supply**

- 3.6.1 Units must rely on commercially available battery power source or solar power. If battery only, must be recyclable. No mains power (No AC power) accepted.
- 3.6.2 Batteries must be able to be changed without use of significant tools.
- 3.6.3 Minimum battery life at full power should not be less than 6 months.
- 3.6.4 Low battery indicator on machine must be present and easily viewable.

- 3.6.5 Low battery indicator and alarm through viewing of remote software is required.
- 3.6.6 Low battery indicator sent to email, pager and/or cell phone.
- 3.6.7 Unit must retain rate structure, financial data and maintenance data during battery replacement or power failure.

### **3.7 Serviceability**

- 3.7.1 The following components must be easily field interchangeable:

- 3.7.1.1 Circuit boards
- 3.7.1.2 Coin path components (coin discriminators, etc...)
- 3.7.1.3 Locks
- 3.7.1.4 Keypads
- 3.7.1.5 Credit card readers
- 3.7.1.6 Modems
- 3.7.1.7 Coin vaults

### **3.8 Diagnostics**

- 3.8.1 Units must have built in diagnostics software.
- 3.8.2 Diagnostic software must capture and transfer data including, but not limited to:
  - 3.8.2.1 Date and time stamps for all transactions.
  - 3.8.2.2 Type of currency (coin or credit) for each transaction along with amount.
  - 3.8.2.3 Date and time stamps for all operational events (failures, resets, low battery, coin jams, collections, etc...).

### **3.9 Data Management**

- 3.9.1 All data (operational & financial) must communicate with remote backend software and must be viewable 24 hours, 7 days a week.
- 3.9.2 All data must be able to be viewed remotely.
- 3.9.3 If a person paid with credit card then backend software must allow us (internal office staff) to look up transaction history by credit card number and see what time, location, and parking space number the transaction was authorized, rejected or never attempted.
- 3.9.4 Critical operational failure data or alarms must be transmitted to email, pager and/or cell phone immediately upon failure occurring.

### **3.10 Revenue Audit Capabilities**

- 3.10.1 Unit shall record and store all critical financial data.
- 3.10.2 Unit shall transfer financial data to remote backend software.
- 3.10.3 Unit shall be accurate to within 99% of actual deposit (both coin and credit).
- 3.10.4 Unit must reset to zero (0) after each collection of financial data.
- 3.10.5 Resetting the meter or loss of power must not affect audit figures held in memory by the pay station.
- 3.10.6 Revenue must be broken out according to denomination of coin and type of credit card along with totals.

- 3.10.7 Auditing software must be provided in bid so that actual count can be compared to audit amount values. Full reporting software must be included. 3.10.8 Each cash box must retain the last 8 audits and must be able to download the information to an audit cash box reader.

### **3.11 Training**

- 3.11.1 Training shall be conducted with all personnel as necessary prior to installation and throughout the period of installation.
- 3.11.2 Training thereafter should be as necessitated by the Town of Dewey Beach.
- 3.11.3 On site refresher and new employee/vendor training shall be provided as needed for the duration of the contract.

### **3.12 Indicators**

- 3.12.1 Expired parking indicators must be present and viewable by field staff on the back side of the pay station (i.e. viewable from a vehicle traveling on the street). The pay station must be able to show 10 spaces from the back side (if not enforcing wirelessly).
- 3.12.2 From the sidewalk side, the enforcement officer shall be able to query the unit to determine individual space status as well as the amount of time that expired spaces have been in violation.
- 3.12.3 LCD screen shall have back lights to help with visibility.

### **3.13 Instructions to paying customers**

- 3.13.1 Instructions should be provided in:
- 3.13.1.1 English
- 3.13.2 Instructions should be provided on the LCD screen as well as usage of decals and permanent signage on the pay station. Your cost for additional signage and decals must be included in final price per pay station.
- 3.13.3 Pay Stations should include signage to be mounted on, or adjacent to pay station that directs the public to pay at pay station. All signs or decals are subject to Town of Dewey Beach approval prior to installation.
- 3.13.4 Instructions should be clear and concise utilizing illustrations rather than text so that instructions can be deciphered by citizens that may not speak English or Spanish.
- 3.13.5 LCD screen must maintain operation within -5 degrees Fahrenheit to 120 degrees Fahrenheit additionally in being located in a humid environment during the summer months where condensation can occur.

### **3.14 Meter Security**

- 3.14.1 The parking meter housing shall be highly impact resistant. The supplier shall be able to demonstrate through either independent “third party” testing or testimonials of credible references that the housing is highly impact resistant. The coin compartment entry and surrounding housing shall offer additional security features capable of

detering forced entry. High security, keyed-alike, locks shall be utilized. The housing mount shall secure to a foundation capable of withstanding extraordinary impact. The unit must have both surface mount and subterranean footing installation options, to be chosen by the Town of Dewey Beach depending on location and in consultation with the selected proposer.

- 3.14.2 Coin collection shall be via sealed “cash box exchange” whereby collection staff exchange a full cash box for an empty one so that no cash is handled on street and collection staff spend minimal time at the meter. The Cash Box must be made of hardened plastic or metal and have a handle for easy transport. Meter audit and other service data must be collected automatically at the time of collection by use of a “smart” memory chip located on the cashbox so that collection staffs are not required to perform additional processes while at the meter, or carry handheld devices.
- 3.14.3 The meter window shall be constructed of polycarbonate plastic or some other equivalent high impact and ultra-violet resistant material, with a minimum thickness of 5mm.
- 3.14.4 The parking meter housing shall be extremely durable under adverse environmental conditions and be substantially weather resistant.
- 3.14.5 The Cash Box area must be separate from all maintenance functions. Maintenance and collection areas must be in 2 separate sections using 2 different keys

### **3.15 *Inventory of Parts***

- 3.15.1 A cataloged inventory shall be maintained at all times by the Town of Dewey Beach’s program.
- 3.15.2 Vendor must provide detailed list of inventory supplies with expected life expectancy of each part in their bid.
- 3.15.3 Vendor must provide a price list of all parts should there be a need to order additional items. This price list must be included in your bid as a separate attachment. Parts must be described as either being proprietary or non-proprietary.
- 3.15.4 Vendor must provide a reasonable amount of back up supplies/parts to ensure that the Town of Dewey Beach’s program does not experience downtime.
- 3.15.5 Vendor must be able to provide the Town of Dewey Beach’s program with supplies, if needed, within 48 hours from original request.

### **3.16 *Customer Support/Service***

- 3.16.1 Vendor must provide a point of contact that is able to be reached Monday through Friday during normal operating hours, Eastern Standard Time.
- 3.16.2 Vendor must also provide a point of contact for after hour requests.
- 3.16.3 Vendor must return phone calls the same day should we need immediate assistance.
- 3.16.4 Vendor must provide detailed scheduled maintenance guidelines and instructions to ensure that the Town of Dewey Beach is maintaining your equipment as required to insure optimal performance. Vendor must be willing to train, at your site, a maintenance technician provided by the Town of Dewey Beach’s program that will be responsible for maintaining the pay stations. The training must encompass all operational aspects of your pay stations should the Town of Dewey Beach elect to send someone to your facility for certified training purposes.

### **3.17 Installation**

- 3.17.1 Your bid must include price (listed separately) for new system to number the parking stalls.
- 3.17.2 Your bid must include price (listed separately) to install pay stations at approved Town of Dewey Beach authorized locations. Pay stations will be installed predominantly on sidewalks but there are probably +/- 3 locations that will require installation into dirt.

### **3.18 Enforcement**

- 3.18.1 Must be able to be enforced with Wireless Enforcement hand held ticket writer.
  - 3.18.1.1 Must show which spaces are expired
  - 3.18.1.2 Must populate all expired space information to enforcement ticket
  - 3.18.1.3 Handheld enforcement must include color camera, record sound and have built in printer (not external)

### **3.19 Vehicle Sensing**

- 3.19.1 Must have wireless vehicle sensing working with meters as of RFP
  - 3.19.1-1 Must be able to show vehicle occupancy
  - 3.19.1.2 Must be able to integrate with Wireless Enforcement hand held

### **3.20 Installation Timeframe**

- 3.20.1 Parking Pay Station units will be installed in increments to be determined by the Town.

### **3.21 Quantities**

- 3.21.1 Quantities listed are estimates of anticipated usage for the initial term of the contract. The Town retains the option to increase or decrease quantities based on actual usage. The Town does not guarantee the purchase of any specific minimum quantities during the term of this agreement.

### **3.22 Additional Options**

- 3.22.1 Please describe in detail any additional services that can be included with your pay stations that would benefit the Town of Dewey Beach's program. If additional services require additional costs please disclose all associated costs.

### **3.23 Contract Term**

- 3.23.1 The initial contract will be for a firm fixed price contract for equipment and installation of approximately 6-7 Parking Pay Stations. The Town would like to include a unit price contract for the purchase of replacement units. The initial contract will be firm fixed price for equipment of seven (7) meter mechanisms described in 3.2. The Town would like to include a unit contract price for the purchase of replacement units. The Town would like purchase price for 4 handheld citation devices. The Town also would like to include lease contract price for 4

handheld citation devices.

## **SECTION 4 PROPOSAL FORMAT**

### ***4.1 PROPOSAL FORMAT.***

The Town desires all Proposals to be identical in format in order to facilitate comparison. While the Town's format may represent departure from the Service Provider's preference, the Town requires strict adherence to the format. The Proposal will be in the format described below:

- a. **Cover Letter and Statement of Understanding;**
- b. **Background and Experience;**
- c. **Proposed Solution;**
- d. **The "Request for Proposal Acknowledgement Form" Section 7, Form One;**
- e. **The "Addenda Receipt Confirmation Form" set forth in Section 7, Form Two;**
- f. **The "Proposal Submission Form" set forth in Section 7, Form Three;**
- g. **The "Pricing for Services Form" set forth in Section 7, Form Four; and**
- h. **Exceptions to the Remainder of the RFP.**

### ***4.2 Proposal Content.***



- 4.2.1 This RFP is not intended to limit vendor’s proposals but rather to provide a framework for the Town to evaluate each proposal and determine which submission most closely addresses its needs.**
- 4.2.2 Proposers are encouraged to provide any additional information or innovative approaches not specifically outlined in the context of this RFP.**
- 4.2.3 Cover Letter and Statement of Understanding. The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Service Provider. The cover letter shall provide the name, address, telephone and facsimile numbers of the Service Provider along with the name, title, address, telephone and facsimile numbers of the executive that has the authority to contract with the Town. The cover letter shall present the Service Provider's understanding of the project, a summary of the approach to be undertaken to perform the Services, as well as a summary of the costs to provide the Services.**
- 4.2.4 Background and Experience. The Service Provider shall provide a concise description of your company, including origin, state of incorporation, background, and current size. Include information concerning general organization and staffing as well as experience with similar projects as described in Section 3.**

**Provide a summary describing the Service Provider's area(s) of expertise and resource capabilities as they relate to this proposal. In addition, please describe why you feel that your services, from a technical and functional perspective, are the best fit for the Town environment. Describe the distinguishing features the Town should know about your services and company.**

- 4.2.5 Proposed Solution. Given the purpose of this project and the Town's goals as stated in this RFP, provide all relevant information regarding how your organization proposes to meet the needs of the Town. Proposals, at a minimum should address the following:**
- a. Service Providers must provide a proposed fee structure for all services. The price breakdown should include, but not be limited to the following:**
    - **Cost of Equipment (6-7 Pay Stations)**
    - **Replacement Costs**
    - **Installation Costs of Units**
    - **Cell Pay**
    - **Backend Software**
    - **Auditing Software**
    - **Training Onsite and Offsite**
    - **Signage/Decals**
    - **Parking Stall Markings**
    - **Maintenance Support Contract**
    - **Wireless Communication**
    - **Additional Fees (describe)**
    - **Cost of Meter Mechanisms (7) described in 3.2**
    - **Cost/lease option handheld citation devices (4)**
  - b. Proposals must describe the installation work to be performed and how it will be accomplished.**
  - c. Proposals must include a minimum of three references that have utilized**

- your company's services in the last two (2) year period for similar sized projects;
- d. Proposals must include schedule of deliverables and a timeline for specific tasks
  - e. Proposals must describe any additional services offered by the Service Provider, including cost for additional services.
- 4.2.6 Pricing. The Town is requesting a firm fixed price contract for the life of the contract. Pricing must include all costs associated with the provision of the Services.
- 4.2.7 Required Forms. To be deemed responsive to this RFP, Service Providers must complete in detail, all Proposal Forms listed in Section 4.0, items numbered d through h. All forms are included in Section 7 of this RFP and must be submitted with your organization's response.

## **SECTION 5 PROPOSAL EVALUATION CRITERIA**

### ***5.0 PROPOSAL EVALUATION CRITERIA.***

Proposals will be evaluated based on the Service Provider's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Service Provider to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. Proposals must contain information specifically related to the proposed Services and specifically requested herein

The Town will evaluate the proposals and select a firm(s) with which to continue negotiations. In the event insufficient or inadequate proposals are received, additional firms may be invited to respond.

Proposals will be evaluated based on:

- a. Compliance with the requirements of this RFP;
- b. Qualifications and experience;
- c. Overall project organization; and
- d. Cost Effectiveness and Value.

### ***5.1 Acceptance of the Terms of the Agreement.***

The Town will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP. Regardless of exceptions taken, Service Providers must provide pricing based on the terms set forth in this RFP. Exceptions shall be identified in accordance with Section 1.9.16 of this RFP.

### ***5.2 Qualifications and Experience.***

Service Providers will be evaluated based upon their experience and qualifications in performing similar retrofitting services, as reflected by its experience in performing such services and by the qualifications and abilities of the key individuals proposed for the performance of the Services.

### ***5.3 Project Organization.***

Service Providers will be evaluated based on their responsiveness to the specific tasks outlined in the scope of work.

### ***5.4 Cost Effectiveness and Value.***

Under this criterion, Proposals will be compared in terms of the present value of total costs over the life of the Contract.

Failure of any Service Provider to submit information requested may result in the elimination of the Proposal from further evaluation.

## **SECTION 6 TOWN CONTRACTING REQUIREMENTS**

### ***6.0 TOWN CONTRACTING REQUIREMENTS.***

The Town will enter into a Contract with the successful Service Provider that contains the terms and conditions set forth in this Section. Each Service Provider must state specifically in its Proposal any exceptions to the terms and conditions included in this Section, and any proposed additional terms or conditions deemed important by the Service Provider. The Town will take any such exceptions and proposed additions into account during the evaluation and selection process. Any terms and conditions that the Service Provider does

not specifically object to will be incorporated into the Contract. Notwithstanding the foregoing, the Town reserves the right to change the proposed contractual terms and conditions prior to or during contract negotiations if it is in the Town's best interest to do so.

The terms and conditions set forth in this section are not all inclusive. The Town will propose additional terms and conditions based on the responses to this RFP and the Town's analysis of the successful Service Provider's proposal.

As used in this Section of the RFP, the term "Agreement" shall refer to the Contract entered into between the Town and the successful Service Provider, and the term "Company" shall refer to the successful Service Provider.

### ***6.1 Description of Services.***

The Contract will set forth the Services to be provided in detail. The Services will include those described in this RFP and the successful Proposal, and any modifications agreed to by the parties.

### ***6.2 Billing.***

The Service Provider shall submit invoices at the time of delivery to the Town for products included in shipment being delivered.

The Town will pay all accurate, properly submitted, uncontested invoices within thirty (30) days of receipt. Proposals may include an incentive discount for early payment. Invoices must include state and local sales tax.

### ***6.3 Post Award Conference.***

A Post-Award Conference will be scheduled as soon as practical after the award of the contract. The Service Provider shall attend the conference along with the prospective Service Manager and any anticipated major subcontractors. A proposed implementation schedule shall be submitted to the Town's Point of Contact at the Post-Award Conference in a form satisfactory to the Town's Point of Contact for the Service Provider to begin Services.

### ***6.4 Company Project Manager.***

The duties of the Company Project Manager include, but are not limited to:

- 6.6.1 Coordination of Delivery schedules and the Company's resource assignment based upon the Town's requirements and schedule constraints;
- 6.6.2 Management of the overall Project by monitoring and reporting on the status of the Project and by consulting with the Town's Project Manager any deviations that occur and by documenting all such plan deviations in accordance with agreed upon change control procedures;
- 6.6.3 Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Services, and status reporting;

- 6.6.4 Communication among and between the Town and the Company's implementation staff;
- 6.6.5 Promptly responding to the Town's Project Manager when consulted in writing or by E-mail with respect to deviations and necessary documentation; and
- 6.6.6 Ensuring that adequate quality assurance procedures are in place through the Project.
- 6.6.7 The Company shall be allowed to change staffing for the Company Project Manager position on three (3) business day's notice to the Town.

## **6.5 *Town Point of Contact.***

The duties of the Town's Point of Contact are to (1) ensure that the Service Provider delivers all requirements and specifications in the Contract; (2) coordinate the Town's resource assignment as required to fulfill the Town's obligations pursuant to this Agreement; (3) promptly respond to the Company's Point of Contact when consulted in writing or by E-mail with respect to project issues; and (4) act as the Town's Point of Contact for all aspects of the Project including contract administration and coordination of communication with the Town's staff. The Town shall be allowed to change staffing for the Town's Point of Contact position on three (3) business day's notice to the Company.

## **6.6 *General Warranties.***

Company represents and warrants that:

- 6.6.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of it's incorporation and is qualified to do business in the Town of Dewey Beach;
- 6.6.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- 6.6.3 The execution, delivery, and performance of this Agreement have been duly authorized by Company;
- 6.6.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement;
- 6.6.5 In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 6.6.6 The Company shall not violate any agreement with any third party by entering into or performing this Agreement.

## **6.7 *Additional Representations and Warranties.***

Company represents warrants and covenants that:

- 6.7.1 The Services shall satisfy all requirements set forth in this Agreement, including but not limited to the attached Exhibits;
- 6.7.2 All work performed by the Company and/or its subcontractors pursuant to this

Agreement shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

- 6.7.3 Neither the Services, nor any software or hardware provided by the Company under this Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
- 6.7.4 The Company has taken and will continue to take precautions sufficient to ensure that it will not be prevented from performing all or part of its obligations under this Agreement by virtue of interruptions in the computer systems used by the Company.

## **6.8 Termination.**

- 6.8.1 **Termination Without Cause.** The Town may terminate this Agreement at any time without cause by giving thirty (30) days prior written notice to the Company.
- 6.8.2 **Termination for Default by Either Party.** By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:
  - (a) The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
  - (b) The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or
  - (c) The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default shall identify this Section of this Agreement and shall state the party's intent to terminate this Agreement if the default is not cured within the specified period.

- 6.8.3 **Additional Grounds for Default Termination by the Town.** By giving written notice to the Company, the Town may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
  - (a) The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Company's proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

- (b) The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.**
- 6.8.4 Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Company shall promptly**
- (a) return to the Town all computer programs, files, files in storage, documentation, data, media, related material and any other material and equipment that is owned by the Town; and**
- (b) allow the Town or a new Service Provider access to the systems, software, infrastructure, or processes of the Company that are necessary to complete development of the System. The return of files in storage will be at no cost to the Town for the return of any and all files and documents in storage by the Service Provider. The expiration or termination of this Agreement shall not relieve either party of its obligations regarding “Confidential Information”, as defined in the Confidentiality and Non-Disclosure Agreement.**
- 6.8.5 No Suspension. In the event that the Town disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Agreement, the Company agrees that it will not terminate this Agreement or suspend or limit the Services unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.**
- 6.8.6 Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the Town for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the Town showing in detail the services performed under this Agreement to the date of termination.**
- 6.8.7 Authority to Terminate. The Town Manager or the Town Manager’s Designee is authorized to terminate this Agreement on behalf of the Town.**
- 6.8.8 No Effect on Taxes, Fees, Charges, or Reports. Any termination of this Agreement shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the Town, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.**
- 6.8.9 Other Remedies. Upon termination of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedies.**

## **6.9 Audit.**

During the term of this Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the Town shall have the right to audit, either itself or through a third party, the books and records (including but not limited to the technical records) of the Company in connection with this Agreement, to ensure the Company's compliance with all the terms and conditions of this Agreement, including but not limited to the terms of this Section 7.

## **6.10 Company Will Not Sell or Disclose Data.**

The Company will treat as Confidential Information all data provided by the City in connection with this Agreement. Town data processed by the Company shall remain the exclusive property of the Town. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the Town in any manner except that contemplated by this Agreement.

## **6.11 Compliance with Laws and Codes.**

The Company shall ensure that the Services are in compliance with all local, state and federal laws and regulations. In performing the Services, the Company shall comply with all local, state and federal laws and regulations.

## **6.12 Work on Town's Premises.**

The Company will ensure that its employees and agents shall, whenever on the Town's premises, obey all instructions and directions issued by the Town's Project Manager with respect to work on the Town's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the Town when on the Town's premises.

## **6.13 Damage to Equipment or Facilities.**

The Company shall be responsible for any damage to or loss of the Town's equipment or facilities arising out of an act or omission of the Company or its authorized user.

## **6.14 Relationship of the Parties.**

The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other. The



Company shall be fully and solely responsible for its own acts and omissions and those of its employees, officers, agents and subcontractors. All personnel supplied by Company subcontractors shall be considered employees or agents of Company. The Company shall be responsible for the payment of all salaries, withholding taxes, worker's compensation, disability benefits and other compensation and related taxes for such persons.

### **6.15 Indemnification.**

The Company shall indemnify, defend and hold harmless the Town and the Town's officers, employees and agents from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations and other liabilities (including settlement amounts) that arise directly or indirectly from:

- 6.15.1 any infringement of any copyright, trademark, patent, or other proprietary rights, or any misappropriation of any trade secrets, in connection with any software, documentation, services or other products supplied directly or indirectly by the Company in connection with this Agreement, or any allegation of any of the foregoing (collectively referred to as "Infringement Claims");
- 6.15.2 any act(s) of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal;
- 6.15.3 any acts or omissions of the Company with respect to the Services or any of the products or services provided by the Company under this Agreement (or any allegations of any of the foregoing);
- 6.15.4 the Town's refusal to produce any item of "Confidential Information" (as defined in the Confidentiality and Non-Disclosure Agreement) of the Company after a request for such item and after being instructed by the Company not to produce it; or
- 6.15.5 any claims by any persons or entities supplying labor or material to the Company in connection with the performance of the Company's obligations under this Agreement.

If an Infringement Claim occurs, the Company shall either: (i) procure for the Town the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the Services or any component thereof shall not be adversely affected by such replacement or modification.

### **6.16 Subcontracting.**

Should the Company choose to subcontract, the Company shall be the prime contractor and shall remain fully responsible for performance of all obligations, which it is required to perform under this Agreement. Any subcontract entered into by Company shall name the Town as a third party beneficiary.

### **6.17 Insurance.**

- 6.17.1 Types of Insurance The Company shall obtain and maintain during the life of the

Agreement, with an insurance company rated not less than A by A.M. Best, authorized to do business in the State of Delaware the following insurance:

- 6.17.1.1 Automobile Liability.** Successful Service Provider shall be required to provide proof of bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- 6.17.1.2 Commercial General Liability.** Successful Service Provider shall be required to provide proof of bodily injury and property damage liability as shall protect the contractor and any sub-contractor performing work under this contract from claims of bodily injury or property damage which arise from operation of services described in this RFP whether such operations are performed by contractor, any sub-contractor or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision in Section 7.22 of this RFP. The Town shall be named as an additional insured under the commercial general liability insurance for operations or services rendered under this contract.
- 6.17.1.3 Worker's Compensation and Employers Liability.** Meeting the statutory requirements of the State of Delaware and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employers and owners.

The Company shall not commence any work in connection with this Agreement until it has obtained all of the foregoing types of insurance and the Town has approved proof of such insurance. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

## **6.18 Non-Discrimination.**

- 6.18.1** The Company agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, national origin, or disability.
- 6.18.2** The Company agrees that it will inform the Town of any alleged violation(s) of employment practices involving any employees who work on the Project which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance

agency. The Company will also inform the Town of the final disposition of such cases.

### **6.19 Drug-Free Workplace.**

The Town is a drug-free workplace employer. The Town of Dewey Beach Town Council has also adopted a policy requiring Town Service Providers to provide a drug-free workplace in the performance of any Town contract. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Agreement:

- 6.19.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 6.19.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 6.19.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- 6.19.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by, an employee convicted of a drug crime;
- 6.19.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 6.19.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the above provisions.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Agreement shall be grounds for suspension, termination or debarment.

### **6.20 Miscellaneous.**

- 6.20.1 Entire Agreement. This Agreement and the Contract Documents, including all Exhibits, and Attachments, all of which are hereby incorporated herein by reference, constitute the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

- 6.20.2 Amendment.** No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.
- 6.20.3 Governing Law and Jurisdiction.** The parties acknowledge that this Agreement is made and entered into in Dewey Beach, DE, and will be performed in Dewey Beach, DE. The parties further acknowledge and agree that Delaware law shall govern all the rights, obligations, duties and liabilities of the parties under this Agreement, and that Delaware law shall govern the interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to conflicts of law principles).

The parties further agree that any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Town of Dewey Beach. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Town of Dewey Beach.

- 6.20.4 Binding Nature and Assignment.** This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.
- 6.20.5 Town Not Liable for Delays.** It is agreed that the Town shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the Town or any other party hereunder.
- 6.20.6 Force Majeure.** The Company shall not be excused from performance under this Agreement by virtue of force majeure events. The Company shall take precautions sufficient to ensure that force majeure events (including but not limited to fire, flood, earthquake, hurricane, elements of nature, strikes, labor disputes, and acts of God) do not result in any failure or delay in the performance of the Company's obligations pursuant to this Agreement. Failure to comply with this provision will constitute a default under this Agreement, and grounds for immediate termination.

The Company shall not be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder if all of the following conditions are satisfied:

- (a) if such failure or delay:
- i. could not have been prevented by reasonable precaution;
  - ii. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
  - iii. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.
- (b) an event which satisfies all of the conditions set forth above shall be referred to as a Force Majeure Event." Upon the occurrence of a Force Majeure Event, the Company shall be excused from any further

performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

(c) upon the occurrence of a Force Majeure Event, the Company shall immediately notify the Town by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents Company from performing its obligations for more than five (5) days, the Town shall have the right to terminate this Agreement by written notice to Company.

Strikes, slowdowns, lockouts, walkouts, industrial disturbances and other labor disputes shall not constitute Force Majeure Events and shall not excuse the Company from the performance of its obligations under this Agreement.

- 6.20.7 Severability.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 6.20.8 Approvals.** All approvals or consents required under this Agreement must be in writing.
- 6.20.9 Waiver.** No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.
- 6.20.10 Survival of Provisions.** Those Sections of this Agreement and the Exhibits which by their nature would reasonably be expected to continue after the termination of this Agreement shall survive the termination of this Agreement, including but not limited to all definitions and, a list of surviving Sections which will be included in the final Contract.
- 6.20.11 Interests of the Parties.** The Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.
- 6.20.12 No Bribery.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or

attempted to bribe an officer or employee of the Town in connection with this Agreement.

- 6.20.13 Change in Control.** In the event of a change in “Control” of the Company (as defined below), the Town shall have the option of terminating this Agreement for default by written notice to the Company. The Company shall notify the Town within ten (10) days after it becomes aware that a change in Control will occur. As used in this Agreement, the term “Control” shall mean the possession, direct or indirect, of either:
- 6.20.13.1** the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in Company; or
  - 6.20.13.2** the power to direct or cause the direction of the management and policies of Company whether through the ownership of voting securities, by contract or otherwise.
- 6.20.14 Familiarity and Compliance with Laws and Ordinances.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. Company further agrees that it will at all times during the term of this Agreement 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 OSHA regulations applicable to the work.
- 6.20.15 Taxes.** The Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services.
- 6.20.16 Waiver of Right to Jury Trial.** The Town and Company waive and will waive all rights to have a trial by jury in any action, proceeding, claim or counterclaim brought by either of them against the other on any matter whatsoever arising out of or in any way related to or connected with this Agreement.
- 6.27.18 Non-Appropriation of Funds.** If the Town does not appropriate the funding needed by the Town to make payments under this Agreement for a given fiscal year, the Town will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the Town will promptly notify the Company of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the Town which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

***EXHIBIT C-INSURANCE REQUIREMENTS***

# Required Forms - Form One

## REQUEST FOR PROPOSALS ACKNOWLEDGEMENT FORM

The Service Provider hereby certifies receipt of the Request for Proposals package for the Town of Dewey Beach, DE RFP #12001, "DEWEY BEACH, DE PARKING PAY STATIONS Project." Although not mandatory, we request that this form be completed upon receipt of the Town's Request for Proposals package and faxed or mailed in time for the Town to receive it by or before February 27, 2012.

Please fax or mail the completed Request for Proposals Acknowledgement Form to the attention of:

Dewey Beach Town Hall Attention : Bill Brown,  
Fax: 302-227-8319

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

Authorized  
Signature: \_\_\_\_\_

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

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

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

Please check the appropriate space provided below and provide the requested information:

We plan to submit a Proposal in response to RFP #12001 "DEWEY BEACH PARKING PAY STATIONS / METER MECHANISMS / HANDHELD Project."

Primary Contact Name: \_\_\_\_\_

Contact E-mail address: \_\_\_\_\_

Contact phone: \_\_\_\_\_ Fax number: \_\_\_\_\_

Secondary Contact Name: \_\_\_\_\_

Contact E-mail address: \_\_\_\_\_

Contact phone: \_\_\_\_\_ Fax number: \_\_\_\_\_

We do not plan to submit a Proposal in response to RFP #12001 DEWEY BEACH PARKING PAY STATIONS Project." Reason:



# Required Forms - Form Two

## ADDENDA RECEIPT CONFIRMATION FORM

RFP # 12001 DEWEY BEACH PARKING PAY STATIONS

ADDENDUM #:

\_\_\_\_\_

DATE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**I certify that this proposal complies with the General and Specific Specifications and conditions issued by the Town except as clearly marked in the attached copy.**

\_\_\_\_\_  
(Please Print Name) Date

Authorized Signature

Title

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

# Required Forms - Form Three

## PROPOSAL SUBMISSION FORM

**RFP # 12001 DEWEY BEACH PARKING PAY STATIONS**

**This Proposal is submitted by: Service Provider:**

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**Signed:**

**Name: (Typed)**

**Address:**

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**City/State/Zip:**

**Telephone:**

**(Area Code) Telephone Number**

**Facsimile:**

**(Area Code) Telephone Number**

**It is understood by the Service Provider that the Town reserves the right to reject any and all proposals, to make awards on all items or on any items according to the best interest of the Town, to waive formalities, technicalities, to recover and rebid this RFP.**

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**Service Provider**

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**Date**

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**Authorized Signature**

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**Please type or print name**

# Required Forms - Form Four

## PRICE PROPOSAL SHEET RFP # 12001 DEWEY BEACH PARKING PAY STATIONS

It is understood by the Service Provider that the fees stated below includes all costs associated with providing the services required in this RFP including, but not limited to, labor, parts, consulting, and travel to complete all Tasks outlined in Section 3.

All proposals must be submitted on this form to be considered. If unable to furnish in accordance with description, you may offer a substitute giving complete details. Substitute only if unable to quote as requested. Do not include federal or transportation tax in your quote. All prices will be considered FOB Town of Dewey Beach, unless otherwise noted.

Table information from: Appendix A: Vehicle List

	QUANTITY	UNIT PRICE	EXTENDED PRICE
Parking Pay Stations	6-7		
Installation per Unit	1		
Cell Pay			
Backend Software- cost per unit per month	1		
Wireless Communication- cost per unit per month			
On Site Training			
Signage/Decal – per pay station			
Parking Stall Markers- space numbers –Average 6-8 stalls per pay station			
Maintenance/Support Contract			
Extended Warranty			
Additional Fees (i.e. any additional costs not covered by scope of services)			
Vehicle Sensors	1		
Meter Mechanisms to fit inside Duncan Model 70 housing per 3.2	7		
Handheld Citation Dev	4		

(lease and purchase costs)			
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Vendor \_\_\_\_\_ Telephone No. \_\_\_\_\_  
 \_\_\_\_\_ Address \_\_\_\_\_ Fax \_\_\_\_\_  
 # (for purchase orders) \_\_\_\_\_  
 \_\_\_\_\_ e-mail \_\_\_\_\_  
 \_\_\_\_\_

**DELIVERY PROMISED:** \_\_\_\_\_

Please attach all required forms, task timelines, references and additional information outlined in Section 3, Scope of Work of this RFP.

Town of Dewey Beach reserves the right to award contract(s) by item, combination of items, partials of items or grand total, whichever is in the best interest of the Town.

I certify that I have read paragraph 6.19 of the Town's Contract Requirements. My firm presently has procedures in effect regarding a drug-free workplace.

**BID SUBMITTED BY:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_  
 \_\_\_\_\_ **Date:** \_\_\_\_\_  
 \_\_\_\_\_

# Required Forms - Form Five

**TOWN OF DEWEY  
BEACH**

**PURCHASING  
SUPPLEMENTAL  
FORM TO BE  
RETURNED WITH  
QUOTATION**

**VENDOR'S NAME & ADDRESS**

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**TOWN'S REFERENCES - THREE (3) –MUST BE ON STREET (NO LOTS) OF 50 OR MORE METERS FOR AT LEAST 2 YEARS OF THIS REQUEST. MUST BE PAY BY SPACE CLIENTS ONLY.**

<b>Name of City:</b>
<b>Address of City:</b>
<b>Contact Person:</b>
<b>Telephone Number:</b>
<b>Email:</b>
<b>Date and Quantity (meters) of Installation:</b>
<b>Name of City:</b>
<b>Address of City:</b>
<b>Contact Person:</b>
<b>Telephone Number:</b>
<b>Email:</b>
<b>Date and Quantity (meters) of Installation:</b>
<b>Name of City:</b>

<b>Address of City:</b>
<b>Contact Person:</b>
<b>Telephone Number:</b>
<b>Email:</b>
<b>Date and Quantity (meters) of Installation:</b>