



Carrie Eklund
Central Services Manager
Finance Department

**REQUEST FOR PROPOSALS
PARKING MANAGEMENT
RFP NO.: 212-PW-020**

2/24/12

Name of Proposing Firm: _____
Address _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
E-Mail: _____

RFP Opening Time and Date 11:00 a.m., Local Time, Thursday, April 5, 2012

Proposals will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused.

Bid Deposit/Bid Bond: NO
Prevailing Wage NO
Performance Bond: NO

PLEASE MARK THE RETURN SEALED ENVELOPE:

1. RFP Opening Date and Time
2. Title of Job
3. RFP Number

RETURN PROPOSALS TO:

City of Rockford
Central Services Manager
425 East State Street, 4th Floor
Rockford, Illinois 61104
Telephone: (815) 987-5560

PROPOSALS SUBMITTED BY FASCSIMILE OR E-MAIL WILL NOT BE ACCEPTED

PROPOSAL RESULTS:

Bid results may be obtained by telephone at (815) 987-5560, by fax at (800) 380-7174. or at www.rockfordil.gov

CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL CONDITIONS

1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Rockford with no additions.
2. Total versus “Per Item” Awards. The City generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.
3. Delivery of Merchandise. Delivery terms will always be Freight On Board (FOB)—Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.
4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.
5. Prompt Payment Act. The City of Rockford intends to comply with the governmental prompt payment act. The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.
6. Legal Compliance. The vendor awarded this contract will comply with all Federal, State, County, and City laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid herein. Lack of knowledge on the part of the awarded vendor of applicable law will in no way be cause for release of this obligation. If the City becomes aware of violation of any laws, ordinances, rules and regulations on the part of the awarded vendor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.
7. Legal Requirements. This contract sets forth the entire final agreement between the City of Rockford and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Winnebago County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.
8. Safety. Prevention of accidents at any project is the sole responsibility of the awarded vendor and its subcontractors, agents, and employees. The awarded vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The awarded vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.
9. Criminal Background Check. When necessary for the protection of citizens and/or City staff, the City may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with City facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor

check for each county in which the personnel resided in the last 10 years. The awarded vendor shall notify the City of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the City's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or City staff/resident's personal security, or is otherwise job related (as determined by the City) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within 14 calendar days so as to not delay work to be completed.

10. Control of the Work. With respect to the awarded vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

11. Bid Bond. When required on the cover sheet, a bid bond for not less than 5 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.

12. Performance Bond. When required by the specifications herein, the awarded vendor shall furnish a performance bond equal to the amount of the contract, acceptable to the City, within 14 calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty.

13. Taxes. No charge will be allowed for taxes from which the City of Rockford, Illinois is exempt. The City of Rockford, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is exempt from the Federal Excise and Transportation Tax.

14. Withdrawal of Bids. Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of sixty (60) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the City may, at its discretion, suspend the bidder for a period of time up to three (3) years.

15. Subcontracting. The bidder shall provide information for all subcontractors, leased operators/equipment, and suppliers and all other information requested in the Subcontractor and Supplier Detail Forms attached. Requests for deviations from the completed detail forms submitted must be made in writing, and reviewed and approved by the City's Diversity Procurement Officer and the Central Services Manager or designee. The awarded vendor may not subcontract any portion of the contract after award without written consent of the City of Rockford Central Services Manager. When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

16. Termination of Contract. The City of Rockford reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded vendor, if the Rockford City Council does not appropriate sufficient funds to complete the contract or in the event of default by the awarded vendor. Default is defined as failure of

the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to remove the firm from the City's bidder list for a period of up to three years.

17. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the awarded vendor at their request and expense.

18. EEO Forms. Each firm shall be required to submit with its bid information all EEO forms included in the invitation to bid package. Any bid which fails to include the properly completed compliance items will not be read and will not be considered. All subcontractors shall also be required to comply with the same EEO forms as the firm.

19. Restrictive or Ambiguous Specifications. It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the Central Services Manager if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the Central Services Division not less than seventy-two hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.

20. Bid Protest. Firms wishing to protest bids or awards shall notify the Central Services Manager in writing within 7 days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Central Services Manager will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.

21. Disputes. In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Central Services Manager, or authorized representative shall be final and binding to all parties. The Central Services Manager has the right to waive technicalities as they see fit. The Central Services Manager may request a written recommendation from the head of the department using the equipment or service being procured.

22. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

23. Acceptance/Rejection of Bids. The City of Rockford reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Rockford City Council not appropriating sufficient funds to purchase equipment or complete the contract. The City may make awards in any manner deemed in the best interest of the City.

24. Prevailing Wage. When indicated on the cover page of this document, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe

benefits) in the county where the work is performed. When required, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. It is the awarded vendor's responsibility to verify current wage rates, as they are updated monthly. All awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.

25. Certified Payroll. All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted monthly via email, in Excel or some format compatible with Excel, to certified.payroll@rockfordil.gov.

26. Substance Abuse Prevention. When required by Illinois State Statutes, awarded vendors must have in place and file with the City a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

27. Apprenticeship Requirement. For construction contracts over \$50,000, awarded vendors must participate in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all Trades that will be in the awarded vendor's (or his subcontractor's) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.

28. Indemnification. To the fullest extent permitted by law, the awarded vendor shall indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the awarded vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon section 414 of the Restatement (Second) of Torts and section 343 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded vendor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, the awarded vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall the awarded vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

29. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the City of Rockford, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.

30. Non-Waiver. The failure by the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

31. Professional Services Selection Act. The City of Rockford intends to comply with 50 ILCS 510/5 governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.

32. The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

**BID REQUIREMENTS FOR
EQUAL EMPLOYMENT OPPORTUNITY**

All bidders seeking to do business with the City of Rockford are **REQUIRED** to submit with any formal, sealed bid all of the following documents and information, attached herewith, completed and signed:

1. Equal Employment Opportunity Affirmative Action Plan Statement of Policy.
2. The Statement of Non-Compliance and Certificate of Non-Segregated Facilities.
3. The Contractor or Vendor Workforce Data Form listing all current employees, by classification, directly employed by the bidder. All categories of information requested must be supplied.
Note: The number of employees must be entered under each category (no check marks)

Below are the Federal definitions of the following racial groups accepted as minorities by the City of Rockford:

Black: A person having origins in any of the Black racial groups of Africa, not of Hispanic origin.

Hispanic: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Republic and Samoa.

American Indian or Alaskan Native: A person having origins in any of the original peoples of North America.

4. Your State of Illinois Pre-Qualification Certification Number, issued by the Illinois Department of Human Rights for the Illinois Department of Human Rights Act, **must provide expiration date entered in the place provided therefore.**
5. Certificate of Non-Barred Bidding
6. All executed Subcontractor/Leased Operator and Supplier forms.

If you have not obtained your State of Illinois Pre-Qualification Number (item #4), by signing these documents you agree to make application for this number within 30 days from the date of bid opening.

ANY BID WHICH FAILS TO INCLUDE THE CITY OF ROCKFORD EEO PAGES 2, 4, AND 5, COMPLETED AND SIGNED WITH YOUR SEALED BID WILL NOT BE READ AND WILL NOT BE CONSIDERED – NO EXCEPTIONS.

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.

Any questions pertaining to E.E.O. requirements should be addressed to Ron Moore, Diversity Procurement Officer, Legal Department, 425 East State Street, Rockford, Illinois 61104, Phone: (815) 987-5622 or ron.moore@rockfordil.gov

EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION PLAN
STATEMENT OF POLICY

It is the policy of this company, _____
to provide equal employment opportunity without regard to race, religion, color, national origin, handicap, age or sex through a program of positive action affecting all employees. In this program, our company carries out the requirements of Federal Executive orders 11246 and 11375, Civil Rights Act of 1964, Equal Employment Act of 1972, and all other applicable laws, and indicates its active support of the principle of equal opportunity in employment.

At present, _____ % of our work force are minorities and _____ % of our work force are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future. Our company will utilize referrals from the City of Rockford's Diversity Procurement Officer for use of minorities and females regarding any future job vacancies.

It is also our intent to make efforts to purchase supplies or equipment from small business concerns located in the City of Rockford or counties of Winnebago or Boone and owned in substantial part (at least 51 per cent) by minorities or females.

_____ is the official who will be responsible for implementing this policy statement.

_____ will be designated as the Equal Opportunity Officer in our company, responsible for submission of all required equal employment opportunity documents.

In addition, _____ is hereby authorized to sign payroll as well as this company's officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in "No One" in this space.)

STATEMENT OF NONCOMPLIANCE

If the equal employment opportunity hearing committee determines that a contractor, subcontractor/leased operator of equipment or bidder is not in compliance with this chapter, (also known as Chapter 11, Article III the City of Rockford Equal Opportunity Employment Ordinance), the hearing committee shall issue and serve upon such person a written statement of noncompliance setting forth the manner in which it finds such person has violated this chapter, and imposing and/or requiring appropriate sanctions, including, but not limited to any and/or all of the following:

- a. Denying, suspending or revoking qualifications, or declaring the contractor or subcontractor irresponsible and ineligible for future contracts or subcontracts until such time as the contractor or subcontractor shall demonstrate to the equal employment opportunity hearing committee that it is in compliance;
- b. Withholding or delaying payment on the contractor or;
- c. Suspending, avoiding or canceling contract work.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors/leased operators of equipment for specific time periods) he/she will obtain identical certification from proposed subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

CERTIFICATE OF NON-BARRED BIDDING

The undersigned certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating. The undersigned also certifies that current or prospective employees, contractors, and subcontractors/leased operators of equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agrees that all information provided in the previous pages is accurate, and that if the firm below does not currently have a Department of Human Rights number they will apply for one within thirty days with the State of Illinois.

Authorized Signature

Title

Firm

Our firm is a:

Minority Business Enterprise _____

Women Business Enterprise _____

Neither _____

City-Certified? Yes _____ No _____

City Certified? Yes _____ No _____

(Revised 12/21/09)

PARKING MANAGEMENT
RFP NO.: 212-PW-020

1.0 Overview

- 1.1** The City of Rockford, Illinois seeks proposals from qualified firms, hereinafter referred to as “the Proposer,” to provide all personnel, materials and services necessary to provide Parking Management Services for the City’s entire public parking system. Parking Management would include but not be limited to parking enforcement, equipment maintenance, revenue collection, permit management, citation management, complaint resolution, coordination on parking matters with local business, including the BMO Harris Bank Center and event parking planning and coordination. The Proposer shall also provide parking data, rate analysis and recommendations, and expansion of parking spaces and other parking matters.
- 1.2** The City of Rockford must balance the parking needs of the community with the competing interests of the businesses, restaurants, downtown entertainment, and residents. Sound parking enforcement is important to the health, safety, and economic vitality of the City. The City currently has 5 parking decks, 32 surface parking lots and approximately 3,538 on street spaces as shown in Attachment A. Parking citations are currently issued and processed by City staff. The City of Rockford removed all parking meters in the mid 1980’s and currently all on street parking is free with time limits between 30 minutes to 3 hours, 8am to 5pm, Monday thru Friday. Off street parking lots includes both surface lots and structured parking and are a combination of permit parking, free parking, and time limit parking. Of the City’s five parking structures, only one is currently set up for hourly (transient) parking and the remaining four decks are permit parking only. The City desires to install new parking control equipment in four of our decks that will allow for both permit and transient parking in the decks.
- 1.3** During events at the BMO Harris Bank Center (BMO) and the Coronado Performing Arts Center (CPAC) some lots and parking decks are run by personnel from the respective center and a parking fee is charged. Revenues from event parking fees are currently split between the center and the City.

2.0 General Requirements

- 2.1 Firm Qualifications.** No contract shall be awarded except to responsible firms capable of providing the class of service described. Firm should have a minimum of 5 years of experience in parking management services including citation management, collections across state lines, pay station collection, parking equipment maintenance and parking enforcement.
- 2.2 Evaluation of Proposals.** An evaluation team will be used to review all submitted proposals using set criteria. This evaluation team may consist of the City Administrator, Public Works Director, Revenue Manager, Traffic Engineer, Property & Transportation Manager, Financial Analyst and additional staff as needed.
- 2.3 Evaluation Criteria.** The evaluation committee will rate the proposals based on the criteria outlined below with the assigned point values (out of 100).
- Credentials and related experience (30)
 - Cost (20)
 - Quality and completeness of proposal (10)

- Implementation and operation plan (40)

2.4 Firm Interview. The evaluation committee may conduct interviews to assist in the evaluation process.

2.5 Insurance Requirements. Upon execution of the contract, and prior to the vendor commencing any work or services with regard to the project, the vendor shall carry commercial general liability insurance, umbrella liability insurance, and automobile liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the vendor shall provide the City with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the City as Additional insured thereunder. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the City. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably acceptable to the City. All vendor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

The insurance coverage required above shall be of sufficient type, scope and duration to ensure coverage for the City for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the City in relation to the contract. The following insurance requirements shall apply to the successful firm for the duration of the contract unless explicitly waived by the Central Services Manager:

2.5.1 Commercial General Liability. The coverage available to the City, as Additional Insured, shall not be less than \$1 million each occurrence, \$2 million general aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million products/completed operations aggregate and \$1 million personal and advertising injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.5.2 Umbrella Liability. The coverage available to the City, as Additional Insured, shall not be less than \$2 million each occurrence, \$2 million general aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.5.3 Automobile Coverage. The coverage available to the City, as Additional Insured, shall include comprehensive automobile bodily injury and property damage liability coverage for a minimum amount of \$1 million each occurrence, \$2 million general aggregate.

2.5.4 Workers Compensation. Contractor shall maintain during the life of this contract statutory workmen's compensation and employer's liability insurance for all his employees engaged in work on the job site.

2.5.5 Insurance Certificates. Each Certificate of insurance shall provide that the insurer must give the City at least 30 days' prior written notice of cancellation and termination of the City's coverage

thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the vendor shall supply the City with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the City as set forth above. All subcontractors to be utilized by the Contractor shall provide Ownership with a Certificate of Insurance naming City of Rockford as additional insured prior to commencement of work by said subcontractor.

2.6 Term of Contract. The contract with the successful vendor shall be for a period of five years from the date of award. In addition, both parties have the option to extend the contract for up to two additional one-year extensions (total of 7 years). Any changes in pricing shall be requested in writing to the Central Services Manager, 60 days prior to contract expiration. The City may or may not accept a requested price adjustment.

2.7 Contacts. Prior to the award of the contract to the successful vendor, prospective vendors shall contact Anne Wilkerson, Financial Analyst at (815) 987-5741 or anne.wilkerson@rockfordil.gov. Questions shall be received in writing until Wednesday, March 7, 2012.

3.0 Specific Requirements

3.1 General Services Required

- 3.1.1 Assist and consult with the City as necessary in the design of parking facilities or modification to parking rates and policies.
- 3.1.2 Work with city businesses as needed to assess how well public parking is accommodating their needs; report to City with suggestions for improvement.
- 3.1.3 Be available to respond to City calls when needed and attend group, Council and Commission meetings when asked by the City.
- 3.1.4 Install and maintain parking equipment including gates, electrical and pay stations.
- 3.1.5 Provide sufficient personnel to issue parking citations at an agreed upon level of enforcement appropriate for the City.
- 3.1.6 Provide operational and customer training for all enforcement personnel. Provide training manual and employee course completion certification as verification.
- 3.1.7 Allow permits to be used at multiple parking locations within the City's parking system.
- 3.1.8 Handle all customer services associated with the City's parking system.
- 3.1.9 Provide weekly, monthly and annual reports as agreed to by the City.
- 3.1.10 Provide a location within the City of Rockford for customers to make payments.

3.2 Parking Enforcement

- 3.2.1 Manage enforcement of parking for City-owned parking spaces.
- 3.2.2 Provide computer hardware and software that will enable Proposer's staff to enter, issue and process parking citations.
- 3.2.3 Enforce parking regulations within the City. Enforcement activities will include electronic ticketing and arranging for towing or immobilization of vehicles. Towing contractor shall be approved by the City prior to vendor subcontracting for said towing service.
- 3.2.4 Establish designated patrol routes for its enforcement officers with approval by the City.
- 3.2.5 Respond to requests from the City to suspend or emphasize enforcement along certain roads or in certain areas. The City also reserves the right to temporarily suspend enforcement along any street, or in any zone according to the needs of the City. The City will make every effort to provide the proposer adequate notice concerning the location and duration of any such suspension or higher level of enforcement.
- 3.2.6 Enforce parking regulations for special events, including festivals, events, weather emergencies including snow plowing, etc. Special events will include Rockford IceHogs hockey games, On the Waterfront, BMO Harris Bank Center and Coronado Performing Arts Center concerts and events, etc.
- 3.2.7 Ensure adequate staffing to meet the enforcement and maintenance needs of the City's parking system including special events which may require additional staffing.
- 3.2.8 Proposer shall purchase current City of Rockford Parking Enforcement Vehicles.
- 3.2.9 City of Rockford Police, Fire and Code Enforcement staff will continue to have authority to issue parking citations that will be forwarded to proposer for processing and collection of payment.

3.3 Parking Structures

- 3.3.1 Upgrade systems to allow for transient parking in all parking decks. New technologies can include Pay on Foot (POF), Pay in Lane (PIL), radio frequency identification tags (RFID), windshield tags, barcode readers, encoders, cashier stations and wireless communication.
- 3.3.2 Maintain Parking Equipment including gates, pay stations, elevators, lighting, electrical, etc.
- 3.3.3 Availability to respond to parking issues 24 hours a day 7 days a week.
- 3.3.4 Coordinate with BMO and CPAC for event parking and revenue sharing.

3.4 Collections of Monies and Accounting (Daily Operations)

- 3.4.1 Collect and account for all revenues from the pay station equipment installed. The collection of

pay stations are required to be done at least daily and before the meter is 95% full to ensure no downtime.

- 3.4.2 Ensure proper accountability and internal control of all monies collected.
- 3.4.3 Provide any periodic, financial and operational reports as requested by the City.
- 3.4.4 Provide samples of current financial and operational reports proposer uses. Provide cashier staffing and services as needed.
- 3.4.5 Should any monies collected by the proposer be lost, stolen unaccounted for or otherwise removed from the custody and control of the proposer prior to its deposit in the City's approved bank account, the proposer shall deposit a like sum of money in the City's bank account within ninety-six (96) hours of such loss, theft or removal. Should said loss, theft or removal be insured or otherwise secured by the proposer, any payments made to the City on account thereof shall, if appropriate, be reimbursed to the proposer. The proposer will be liable for all mismanagement of funds by proposer, its employees or agents.
- 3.4.6 Manage all aspect of City's parking permits, including but not limited to collecting permit fees, mailing yearly and monthly permits, and periodic reporting.

3.5 Collections of Monies and Accounting (Citations)

- 3.5.1 Collect payments on citations from the public. Proposer should make available to the customers a variety of payment options approved by the City, including but not limited to cash, check or credit card. The proposer will also be responsible for processing payments of parking citations. Provide details of accounting for monies collected.
- 3.5.2 Utilize automated technology to issue citations and manage records of citations.
- 3.5.3 The City prefers that the proposer have experience with Scofflaw collections across state lines.
- 3.5.4 Issue late notices for overdue payment of citations (see Attachment B) and provide follow-up collection services to include:
 - Out of State Collections
 - DMV Hold Requirement
 - Scofflaw requirements and procedures (should the City choose to tow or boot).

3.6 Office Administration

- 3.6.1 The proposer shall be responsible for purchasing all materials necessary to carry out all operation functions. These include but are not limited to paper tickets, ticket books, envelopes, uniforms, office equipment and supplies, spare parts for maintenance and repair of meters and all other necessary equipment.

3.6.2 All purchases for reimbursement of equipment or supplies must be accompanied by receipts. Proposer to maintain records of equipment and supplies and provide accounting for City. All purchases submitted for reimbursable must have followed the City purchasing policy.

3.7 Personnel Administration

- 3.7.1 Parking enforcement personnel will demonstrate high ethical standards of conduct and will observe all written rules and regulations concerning their work assignments as provided by the proposer.
- 3.7.2 Proposer is required to do background checks and drug testing on all employees prior to employment and provide proof of such to the City.
- 3.7.3 Supervisors and field personnel will maintain radio contact as appropriate to ensure oversight of parking enforcement activities.
- 3.7.4 The proposer will arrange for bonding of all personnel who handle monies at a rate acceptable to the City.
- 3.7.5 The proposer will ensure that all enforcement, parking maintenance and money collecting personnel wear City approved uniforms and be properly groomed while on duty. The uniform must display approved insignia that clearly identifies the wearer as being responsible for enforcing parking violations, managing parking facilities or servicing pay stations. The uniform will also have a clearly visible and readable nametag at all times.
- 3.7.6 All other employees of the proposer providing services shall at all times be clearly identifiable by uniform, name badges, name tags, or identification cards.
- 3.7.7 The proposer shall employ persons who are fully trained, competent, and qualified with the skills and experience necessary to provide the services during the term of this Agreement. Consideration will be given to current City of Rockford Parking division employees.
- 3.7.8 The proposer is responsible for hiring, training, and supervising its staff members. Proposer staff members assigned to the services are employees of the proposer.
- 3.7.9 Proposer personnel shall at all times ensure that its employees shall serve the public in a courteous, helpful, and impartial manner. Correction of any inappropriate behavior or language shall be the responsibility of the proposer.
- 3.7.10 The City may request proposer to transfer an employee to another location and proposer shall comply within two weeks.
- 3.7.11 The proposer shall respond to any public complaint within twenty-four (24) hours after receipt of the complaint. In the event a report is received alleging an employee of the proposer was discourteous, belligerent, profane, or in any way intimidating, either physically or verbally, the proposer will submit a written report to the Project Manager within two (2) days of the date of the report, outlining the complete details of the incident. The report will include the nature of the incident, time, date, location, name, address, and telephone number of the person making

the allegation. The report will also include the name and title of the employee and the nature of the disciplinary action taken, if any.

3.8 Training and Customer Service

- 3.8.1 The proposer will provide a high level of customer service by employing friendly, helpful, customer-oriented personnel.
- 3.8.2 A customer service policy shall be drafted by proposer and approved by the City to ensure a high level of service is provided to the public.
- 3.8.3 Provide training in general information and directions to all personnel so they may assist visitors to the City of Rockford.
- 3.8.4 In accordance with the City's customer service principles, respond to public inquiries about the Parking Enforcement Services, ticketing and enforcement, or any other citizen concern.
- 3.8.5 Assist the City in its efforts to inform the public about the Parking Program, Rules, and Regulations.
- 3.8.6 Keep an accurate record of all citizens' complaints, their resolution, and the action taken to contact the complainant. All such records shall be retained during the term of this Agreement and made available to the City Project Manager.
- 3.8.7 Provide customer service training in accordance with industry best practices. The training regimen will be subject to the approval of the City.

3.9 Installation and Maintenance

- 3.9.1 Illinois experience and management is preferred.
- 3.9.2 Pay Stations are to function properly no less than 99% of the time.
- 3.9.3 Install pay stations that will accommodate the level of traffic in the City of Rockford parking system.
- 3.9.4 Maintain pay stations that are no longer under warranty.
- 3.9.5 Ensure the appropriate maintenance and repair of equipment under warranty.
- 3.9.6 Implement and follow a regular preventive maintenance schedule for all pay stations.
- 3.9.7 Keep the pay stations supplied with paper for receipts to ensure there is no down time.
- 3.9.8 The proposer will be liable for any lost, stolen, unaccounted for or damaged equipment that is the property of the City.

3.10 Safety

3.10.1 Take adequate steps to ensure the safety and security of all personnel and property. The proposer shall provide training and employ all responsible safety precautions and devices in connection with providing the Services.

3.11 Special Considerations

3.11.1 If a special event is scheduled, the proposer may be required to make rate changes as well as special event programming. These events include, but are not limited to BMO and CPAC events festivals, holiday events, weather emergencies, etc.

3.11.2 The City of Rockford reserves the right to enter in to agreements for parking privileges that support economic development in the downtown region. The City shall consult with successful vendor prior to entering into said agreements.

3.12 Additional Services

3.12.1 Change proposer procedures as necessary to conform to revisions in the City's ordinances, parking regulations, policies and initiatives.

3.12.2 Review City's ordinances to ensure that they are appropriately reinforcing the desired outcome. Provide the City with recommendations if any ordinances are creating a negative impact to the parking program.

3.12.3 While on patrol, instruct employees to pick up visual litter in the parking areas, or inform Street Department if the volume or problem exceeds their ability.

3.12.4 Special event parking enforcement should focus on ticketing violations such as obstructing traffic, parking in a no parking zone, obstructing fire hydrants, and arranging for towing of illegally parked vehicles when specifically requested by City.

3.12.5 The proposer is responsible for providing temporary signage on a timely basis to alert the public to special event and other temporary or permanent changes in available on street parking spaces.

3.12.6 Exterior signage should be in place to inform public of public parking and lot vacancies. Signage and branding shall be approved by the City and include the City logo.

3.12.7 Evaluate the areas of paid parking and provide recommendations for new paid parking areas to the City.

3.12.8 The City may desire the proposer to assist with the design, construction and/or operation of a parking structure in the future. Details are unknown at this time but Proposers should state any relevant experience.

3.13 Parking System Changes

- 3.13.1 The City may adjust the geographic locations and any other criteria for enforcement activities at its sole discretion.
- 3.13.2 The City retains the right to define the hours of enforcement.
- 3.13.3 Equipment & supplies paid for by City, or for which the City reimburses the successful proposer, shall become property of City.
- 3.13.4 The City retains the right to change the time limits for on-street parking with proper notice given to proposer.

3.14 Annual Budget Process

- 3.14.1 By the 31st day of July of each year after this contract is executed, the proposer shall submit a detailed budget outlining all anticipated expenses and revenue for the following fiscal year. For budget preparation and reporting purposes, the proposer shall follow the City's fiscal year, which starts January 1 and ends December 31.
- 3.14.2 By the 31st day of July of each year after this contract is executed, the proposer shall evaluate the parking rates and provide recommendations for rate changes to the City.

3.15 Revenues

- 3.15.1 All gross revenues collected by the proposer shall be deposited within a reasonable period of time by the proposer into an operating account established and maintained in the name of the proposer at an agreed upon financial institution. Both the proposer and the City shall be authorized to withdraw funds from the operating account, except that the City may withdraw funds from the operating account prior to termination of contract only upon occurrence of a default by the proposer.
- 3.15.2 Revenue reports shall be available to the City on request.
- 3.15.3 The proposer shall disburse funds to the City from the operating account at least monthly.

4.0 Alternative to Include Surface Parking Management

- 4.1 Maintain landscaping and maintenance of surface lots within City's parking system.
- 4.2 Install system to allow for transient parking in Brown Lofts Lot and Lot P "weed lot". New technologies can include Pay on Foot (POF), Pay in Lane (PIL), radio frequency identification tags (RFID), windshield tags, barcode readers, encoders, cashier stations and wireless communication.

5.0 Proposal Requirements

- 5.1 A brief description of the firm.

- 5.2** Reference list including any municipal clients within the State of Illinois.
- 5.3** Resumes of personnel who would be key contacts for the City of Rockford.
- 5.4** A description of the type of revenue agreement being proposed with the City of Rockford. Description should include services offered and revenue structure. If all services cannot be provided by proposer, the proposer is responsible for outsourcing the additional functions to provide full service management.
- 5.5** **Implementation and Operations Plan**
 - 5.5.1** Provide a timeframe for implementing operations at the decks that shall include equipment selection and installation, staff selection and training and all necessary steps to be fully operational.
 - 5.5.2** Provide information regarding equipment selection and installation to be coordinated with the City.
 - 5.5.3** Provide information regarding staff selection and training process.
 - 5.5.4** Address each specific requirement in section 3.0 and how you will achieve each requirement.
- 5.6** Submit an original and six copies of the entire proposal.

Parking Lots

Lot	Name / Address	Parking Spaces	Area S.F.	Area S. Y.
Brown Loft	Wyman and Chestnut	49	15,444	1,716
Church	Walnut and 3rd	120	34,344	3,816
38	Elm and Wyman	65	19,920	2,213
Ingersoll	Water and Chestnut	82	26,755	2,973
Ice	Race Street	100	39,924	4,436
A	Winnebago and Mulberry	135	42,120	4,680
A1	206 N Church (Lafayette Hotel)	29	10,395	1,155
C	Wyman & Park Ave	169	45,773	5,086
CC	200 River (behind Library)	23	50,299	5,589
D	Walnut and 2nd St (City Hall)	70	19,772	2,197
DD	Walnut and 2nd St (City Body)	27	7,207	801
EE	7th St and 2nd Ave	80	23,768	2,641
F	8th St and 13th Ave	87	25,975	2,886
G	Auburn and Lathan Pl	77	16,761	1,862
H	South Main & Kent	30	11,000	1,222
HH	South Main & Morgan	25	8,004	889
I	Chestnut and Winnebago	81	18,950	2,106
J	State and 3rd St (Shumway)	115	35,920	3,991
K	1000 South Main St	30	7,631	848
K1	Main And Kent (off Alley)	15	4,130	459
M	Walnut and Madison (Capri)	91	22,884	2,543
N	State and 3rd St (Irish Rose)	21	5,546	616
O	Myott and Toner	99	29,775	3,308
Q	State and Madison (CJ's)	55	17,147	1,905
R	State and 2nd St	16	4,892	544
SS	Main and Green St (Park District)	128	41,953	4,661
TT	North Water Street Lot "TT"	15	2,293	255
V	Broadway and Ninth St	23	7,886	876
W	Wyman and Mulberry (Octane)	59	20,512	2,279
WW	Wyman and Mulberry (Library)	52	15,132	1,681
X	313 S 7th St	27	9,846	1,094
Totals		1995	641,958	71,329

Parking Decks

Decks	Name / Address	Parking Spaces	Area S. F.	Area S. Y.	SF/Floor	Floors
B	Wyman and Elm Deck (Upper)	329	66,896	7,433	16,724	4
B	Wyman and Elm Deck (Lower)	18	3,420	380	3,420	1
L	State and Main (Metro Deck)	297	104,145	11,572	20,829	5
S	Concourse	843	287,540	31,949	71,885	4
T	Water Deck (Upper)	45	14,813	1,646	14,813	1
T	Water Deck (Lower)	51	14,298	1,589	14,298	1
Y	Pioneer Deck	763	291,564	32,396	41,652	7
Total SF		2346	782,676	86,964		

On Street Parking

	Parking Spaces
Total on Street Parking Spaces	3538*

* Per 2008 Walker Parking Study