



CITY OF
San Rafael

CITY OF SAN RAFAEL

REQUEST FOR PROPOSAL
FOR

MULTI-SPACE PAY STATION /
PAY-ON-FOOT UNIT
& MANAGEMENT SYSTEM

RFP No. **2017-PS-001**

Due

4:00 P.M.
February 17, 2017

Submittals must include a company name and address on the outside of the sealed proposal.

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Notice is hereby given that the City of San Rafael of Marin County (City) invites you (the vendor) to submit a “Proposal” according to the terms and procedures defined herein no later than 4:00 P.M., 2/17/2017, at the Office of the City Clerk, City of San Rafael, City Hall, Room 209, 1400 Fifth Avenue, San Rafael, CA 94901 as per the specifications included in this Request for Proposal.

1. REQUEST FOR PROPOSAL

The City of San Rafael seeks a qualified Vendor (“Vendor”), to provide Multi-Space (pay-by-space, pay by license, and/or pay & display) parking meter (Pay Station / Pay-On-Foot) for several of their off-street parking facilities. “Multi-Space pay station” parking meters shall refer to devices as specified in this document used to control and collect revenue for multiple parking spaces.

The purpose of this request for proposals (RFP) is to provide information to prospective Vendors detailing the services and deliverables desired by the City, a basic description of the project, the City’s expectations relative to firm qualifications and the proposal content.

2. BACKGROUND

San Rafael was incorporated in 1874 and became a charter city in 1913. The City has a council/city manager form of government with an elected mayor and four elected city council members who serve four-year terms. San Rafael City Hall is located at 1400 Fifth Avenue.

The City of San Rafael occupies 22 square miles, 17 of which are land and 5 are water and tidelands. Low coastal mountains typify the terrain with water frontage on San Pablo Bay, the northern extension of San Francisco Bay. More than 45% of the City’s land is vacant, open space, parks, or public lands. It is the urban center and County seat for the County of Marin whose population is 242,188. It is the largest incorporated city in Marin. San Rafael is located one-half hour north of the Golden Gate Bridge on Highway 101.

Additional information about the City of San Rafael can be found on the official City of San Rafael website (www.cityofsanrafael.org).

The City of San Rafael own and operates twelve (12) facilities composed of garages and surface lots in the downtown corridor. The City-owned parking facilities play an important part in ensuring that adequate parking is available, and therefore, the proper management of each facility is critical in the City’s efforts to meet increasing demand for downtown parking. All parking services, including parking enforcement, are handled by the City’s Parking Services division, which is part of the Management Services Department headed by the Assistant City Manager. Parking Services staff includes a manager, 7 enforcement officers, 2 administrative staff, and 7 operations staff. The division places considerable emphasis on customer satisfaction.

3. PROJECT GOALS

The City is requesting proposals for the purchase, training, establishing secure, encrypted credit card communication with the City’s merchant account provider and the wireless network necessary to operate, maintain, and communicate with each multi-space pay station. These new pay stations will have the capability to communicate with a web-based management

system. The City will have the capability to manage the multi-space pay stations from any location where internet is available. Management of the units will include but not be limited to: program pricing, regulations, configuration, access reports, receive alarms of malfunction, and change messaging display.

Also, the Vendor will furnish, install, and configure all hardware and software necessary to provide a wirelessly networked parking data management system.

4. SCOPE OF SERVICES

The contract will require the supply, installation and configuration of all hardware and software necessary to provide a wirelessly networked multi-space pay station. The multi-space pay stations are to operate in an independent network environment, meaning that each multi-space pay station is wirelessly enabled to communicate with the provider's parking management system without the installation of any additional networking equipment or ancillary infrastructure. No additional network equipment shall be installed or mounted on street poles as part of this system. Should the network environment temporarily fail, the multi-space pay station shall be capable of operating in a stand-alone mode until the network environment is restored. In addition, for the purposes of security of credit card holder information, all card readers shall be integrated into the multi-space pay station housing itself and not secured externally nor protrude externally to the multi-space housing. Proposers must offer strong customer support 7 days a week at regular hourly rate. All vendors must have references and the proposed system must have been installed with at least 3 additional customers with 5 or more multi-space for at least 24 months.

Additionally all meter products shall be PA-DSS compliant and all service providers shall be PCI-DSS Level 1 certified. The multi-space pay station must be conforming to a compatible network platform with the City's designated Bank Merchant. The most common are:

- a) Nashville (FDCN)
- b) Cardnet
- c) Vital (TYSY or Visanet)

4.1. STANDARDS AND APPLICABLE PUBLICATIONS

The selected provider's technology shall conform to the following standards:

1. Global System for Mobile Communications (GSM).
2. Supplier must be (PCI DSS) certified.
3. Oracle is the City's present standard and preferred Relational Database Management System.
4. All applicable local, state, and federal guidelines and laws.

4.2. GENERAL SPECIFICATIONS

MULTI-SPACE PAY STATION:

It is anticipated the City will purchase approximately 8 multi-space pay stations through this contract, although the City may elect to purchase more or less, depending upon funding availability and need.

City staff will determine where multi-space pay stations will be deployed. The vendor will deliver new and complete multi-space pay stations, install the multi-space, provide and maintain the management system, assist with the multi-space pay station set up, conduct training to city staff, troubleshoot problems as they arise, all under the terms of this contract.

When the multi-space pay station is configured and connected to a web-based management system, the customer will park, go to the multi-space, punch in the stall number or vehicle license and insert the payment required to purchase the desired amount of time up to the maximum time limit. The customer will not be required to perform any additional steps unless the method of operation is pay and display. The multi-space pay station shall accept payment by coin, credit card, debit card (with Visa, Master Card, Discover, or American Express logo) and smart cards. The multi-space shall be wirelessly networked and connected. Should there be multiple pay stations on site, the communication and transfer of payment information between the units will be instantaneous. At all times, each unit must be capable of supplying data for the entire parking facility. Customers can pay for parking at any pay station regardless of where in that facility they parked. Enforcement may generate reports for the entire facility, regardless of which machine they choose to extract the report from. The multi-space pay station shall be powered by on site power source. If no power source is currently available, the vendor shall make arrangements to have power wired to the site chosen by the City. The multi-space pay station shall be installed on a concrete pad.

The City is soliciting proposals for Multi-Space Pay Stations at the following locations:

1) Third Street & Lootens Place (N.W.) Parking Structure -

This is a two level structure that is divided almost evenly between 2-hour (84) parking and 10-hour (87) parking. The highly transient 2-hour parking area located on the lower level turns over several times per day. The long term, 10-hour area is on the second level. Entrances and exits for both levels exist on Third Street, with an additional lower level entrance/exit on Lootens Place.

This facility will require a total of five (5) Multi-Space pay stations. Two (2) shall be installed on the second level and three (3) on the lower level. On the second level of the structure, one will be installed at each end of the North side of the second floor located in proximity to each of the pedestrian stairs. Each will be pedestal mounted with appropriate protection posts included. Proposers must secure pedestals without damaging the structural integrity of the deck. The first level will have three (3) pay stations and they will be installed at the following locations: a) pedestrian walkway near Lootens Pl entrance, b) pedestrian exit into Lauren Place walkway, and c) 3rd St entrance.

2) Fifth Avenue & C Street Parking Structure –

This is a two level structure that is divided almost evenly between 2-hour (42) and 10-hour (49) parking. The high traffic 2-hour parking area located on the lower level will turn over the spaces several times per day. The long term, 10-hour area is on the second level. The short-term spaces on the ground level are accessed from the entrance/exit located on C Street. The long-term spaces on the second level are accessed from an entrance and separate exit both located on Fifth Avenue.

This facility will require a total of two (2) Multi-Space units. One will be installed in the northeast corner of the second level and the second installed in the southwest corner of the bottom level. Each will be pedestal mounted with appropriate protection posts included. Proposers must secure pedestals without damaging the structural integrity of the deck.

3) 3rd Street and B Street –

The City's parking facility is an extension/annex of the A Street garage with 20 spaces located outside the gated entrance of the garage. The 2-hour parking facility will receive one (1) pedestal mounted, Multi-Space pay station with appropriate protection posts included. It will be installed off the entrance of the lot next to the stairwell to the garage.

The proposed multi-space pay stations shall include the following features as outlined in Appendix D.

5. CONTENT REQUIREMENTS & INFORMATION

5.1 REQUIRED FORMS AND CERTIFICATES

The City will require certain legal forms and affidavits to be included in the final negotiated agreement.

All proposals shall include the following information, organized as separate sections of the proposal. The proposal shall be concise and to the point.

5.1.1. Contractor Identification:

Provide the name of the firm, the firm's principal place of business, the name and telephone number of the contact person and company tax identification number.

5.1.2. Client References:

Provide a minimum of *three (3)* client references. References shall be California cities or other large public sector entities. Provide the designated person's name, title, organization, address, telephone number, and the project(s) that were completed under that client's direction.

5.1.3. Price Proposal:

The proposal shall include pricing for all services. Pricing shall be all inclusive unless indicated otherwise on a separate pricing sheet. The Proposal shall itemize all services, including hourly rates for all professional, technical and support personnel, and all other charges related to completion of the work shall be itemized.

Note on maintenance cost: If equipment is being purchased in this RFP, and future maintenance of the equipment can only be provided by the equipment supplier, the maintenance cost for 2 years beyond the initial warranty period must be included in the RFP pricing section. The maintenance cost must be included and evaluated as part of the pricing evaluation.

5.1.4. Contract Terminations:

If your organization has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default. Termination for default shall be the basis for disqualification of a vendor submitting an RFP.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the vendor's position on the matter. The City will evaluate the facts and may, at its sole discretion, disqualify the vendor on the grounds of the past termination for default.

If the firm has not experienced any such termination for default or early termination in the past five years, so indicate.

5.1.5. Workers' Compensation Certificate:

The vendor shall maintain Workers' Compensation Insurance as required by statute and shall submit a certificate of such insurance at final contract signing.

5.1.6. Certificates of Insurance:

City requires the following types and levels of insurance coverage:

- Commercial General Liability including personal injury and property damage in the amount of **\$1,000,000**.
- Errors and Omissions in the amount of **\$1,000,000**, with extended reporting coverage for 3 years.
- Automobile Liability, all automobiles, in the amount of **\$1,000,000** for combined single limit.
- Transit insurance covering loss or damage to goods in shipment in the amount of the value of goods.

The City shall be named as additional insured on all relevant policies and shall be notified by the insurance carrier of any change in or cancellation of coverage. In addition, the insurance shall be primary with respect to any insurance or coverage maintained by the City and shall not call upon the City's insurance or coverage for any contribution.

5.1.7. Format:

In making a proposal, vendors shall follow the format described in Section 1 herein.

One (1) electronic copy (Adobe Acrobat format on CD or other magnetic media) and two (2) hard copies of the proposal are required. All hard copies should be labeled as follows:

Copy 1: ORIGINAL

Copy 2: EVALUATION

All data shall be clearly and legibly written, preferably typewritten. The original hard copy submittal must be signed by an individual legally able to bind the company. Changes or erasures must be initialed by the individual signing the proposal.

Proposals must be received in **sealed envelopes or containers** clearly showing the vendor's company name, address and City's RFP Description and Number. No proposals may be withdrawn after submission.

Submissions will not be accepted after the date and time stated above. Incomplete submissions or submissions that do not conform to the requirements specified herein will not be considered.

5.1.8. Confidentiality:

Once a contract is awarded, all submitted proposals shall be public records subject to public disclosure pursuant to the provisions of the Public Records Act (Government Code Section 6250 et seq.).

5.1.9. Vendor Conduct & Questions Regarding This RFP:

During the RFP window (from release of this RFP to final award), vendors shall not contact any City employees or members of the City Council regarding this RFP or the RFP process. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

5.1.10. Contracts:

The City's standard contract for goods/services will be used for this procurement. It is attached as Appendix B. Any exceptions to the contract must be noted in the vendor's proposal.

Vendors are required to submit sample contracts for maintenance or support of all proposed items as required herein for City review. City desires a single source for all on-going support. If there are multiple vendors involved, either through joint proposals or sub-contractor provisions, there must be a provision for one vendor to be the primary source for all support such that cooperating vendors can be dispatched by the primary maintenance/support provider. Costs for this provision must be included in the proposed price for maintenance/support specified herein.

The City is interested in a complete and integrated solution. It is preferred that all services be channeled through a single vendor and all aspects of the project coordinated and managed by that vendor. When third party products or services are used, they should be subcontracted or coordinated through the selected vendor. When subcontracting or coordinating, there must be an established contractual relationship between the vendors.

6. SELECTION AND SCORING

An evaluation team composed of representatives of the City will evaluate proposals on a variety of quantitative and qualitative criteria. The selected proposal shall provide the most cost effective approach that meets the City's requirements. The lowest price proposal will not necessarily be selected.

The City reserves the right to reject any or all proposals or any part of each proposal; to waive any irregularity in any proposal and to determine which, in its sole judgment, best meets the City's needs. For any products or services not included in the initial contract award, vendor agrees to hold prices as proposed for one (1) year following the initial award unless mutually agreed otherwise in the negotiated final contract.

The criteria upon which the evaluation of the proposals will be based include, but are not limited to, the following:

6.1. Proposal (20 points)

1. Completeness and thoroughness of the proposal. All required information must be provided in the format specified.
2. The vendor understands of the City's purpose, scope and objectives, including the applicability and quality of the vendor's approach.
3. Design, capability, and functionality of the proposed system.
4. The process by which the vendor will transfer existing information and data to the new system.

6.2. Costs (25 points)

1. One-time costs. Although the lowest cost proposal may not necessarily be awarded the contract, costs are important evaluation criteria.
2. Ongoing costs for processing, support and maintenance.
3. Total yearly cost of the program.

6.3. Vendor Experience and Resources (25 points)

References submitted by the vendor and interviewed by the City, the quality, relevance and number of references.

1. The vendor's ability to successfully configure and implement a system, as demonstrated by similar projects within the past two years. Emphasis will be given to the specific capabilities required by the City.
2. The financial stability and resources of the vendor.

6.4. Implementation/Project Management (20 points)

1. Level of assistance to be provided to the City by the vendor during the implementation process.
2. Feasibility, timeliness and quality of the implementation schedule.
3. Ability to meet the City's implementation deadlines.

6.5. Training and Documentation (10 points)

1. The amount and extent of user training.
2. Quality and extent of the documentation to be provided.

7. COST OF PROPOSAL DEVELOPMENT

City shall not bear any financial responsibility for costs incurred by the vendor in responding to this RFP, whether or not the vendor's proposal is successful, including the costs for bonding, legal costs for any reason, visitation costs, reproduction, postage/ mailing and the like.

8. RFP CHANGES, INTERPRETATION AND ADDENDA

Any changes, clarifications, or other interpretations regarding this RFP will be made available at the City's Parking Services Office located at 1060 D Street, San Rafael, CA 94901. Registered vendors will be notified whenever updates are published. It is the responsibility of the vendor to obtain and include any Addenda. These Addenda will become part of the RFP and will be included by reference in the final contracts between the vendor(s) and City.

9. ACCEPTANCE AND PAYMENT

As stated, the City reserves the right to choose the proposed system based upon an evaluation of vendor's proposals.

The payment schedule will be based on the following principles:

- No payment will be made until value accrues to City.
- No payment will be made by the City for services until the system is in full productive use as proposed.

The purpose for the schedule of payments is to ensure the services are properly configured and in full productive use.

10. PRICES

Prices quoted herein shall be based on the cost of the services provided. Prerequisite requirements must be clearly indicated. Any package discounts for purchasing combinations of services must be specified. The cost evaluations will be based on the service prices, but the City reserves the right to take the appropriate discounts where offered if the terms of the discount are met in the final contracted agreement.

Any published price change after the submission date in this RFP will not be considered in the evaluation and determination of lowest cost. However, once a vendor has been selected as the successful vendor, the City reserves the right to apply the lower of the published prices with the proposed discounts applied or the proposal prices, whichever are lower.

11. CHANGE ORDERS

Once the contract has been awarded, the City may authorize changes in plans or specifications, or allow substitutions provided that such changes do not exceed 10% of the total cost of the original. Supplemental software or services may be requested by City from the successful vendor outside the scope of the RFP provided the cost of these items does not exceed the limit specified by law or City policy requiring competitive bidding.

12. NEGOTIATIONS

Following the initial submittal of vendors' proposals, the City will determine which proposals represent the best and most complete system value to meet its needs based on the scoring of the evaluation criteria set forth in Section 6. Per San Rafael Municipal Code 2.55.210, the three vendors with the highest scores will be selected for negotiation. Negotiations will be conducted individually with each qualified vendor, and each vendor will be invited to submit revised proposals, as their best final offers, on forms that will be provided by the City. No vendor may withdraw a revised proposal after submission.

13. AWARD

After negotiations with the three selected vendors, each revised proposal (or original proposal if no revised proposal is submitted) will be ranked based on the scoring of the evaluation criteria set forth in Section 6. The highest ranking vendor will be deemed the Preferred Vendor. Any award is subject to successful contract negotiations between the City and the Preferred Vendor. Selection as the Preferred Vendor is not an award and the process will be concluded with the execution of the final agreement. Failure to successfully reach a final agreement with the initial Preferred Vendor will result in the selection of the next ranking vendor as a new Preferred Vendor.

14. FINAL CONTRACT

The following documents are considered part of the final agreement, in order of precedence:
The final negotiated scope of services and prices between City and the vendor;
All schedules, project descriptions, implementation plans, supplemental product descriptions, price lists, discount structures, etc. developed during the proposal evaluation phase for inclusion in the final agreement;
The awarded vendor's proposal in total, including all attachments;
This RFP with Appendices and any addenda as issued by the City prior to the opening of proposals.

15. TIMELINE

The anticipated timeline, subject to change, for the complete RFP process is as follows:

1/17/2017	RFP Release - Response Window Opens
2/17/2017	Proposals Due - Response Window Closes (4:00 P.M.)
3/14 – 3/28/2017	Negotiations with Vendors
4/4/2017	Best, Final Offers Due
4/11/2017	Preferred vendor selected, contract negotiations
4/25/2017	Final contracts/award
4/26/2017	Information Transfer/System Implementation Begins
6/26/2017	End User System Training
7/1/2017	System Live Date

APPENDIX A

PROPOSAL FORMAT

It is the intent of this RFP to ascertain full and complete disclosure of all costs and processes related to the successful implementation of the products and system(s) requested. If there are additional costs or requirements which are not addressed by the information provided, it is the vendor's responsibility to present that information during the proposal window (the time following RFP release and the date the RFP responses are due). Failure to disclose any of these costs in the RFP response may constitute disqualification.

All proposals should be submitted in the following format to enable City to fairly evaluate and compare all proposals. Failure to follow this format may constitute disqualification from consideration.

EXECUTIVE SUMMARY

Contractor is asked to outline briefly the entire scope of the proposal and key elements to which readers should pay particular attention.

CONTRACTOR IDENTIFICATION & PROFILE

Contractor shall provide the name of the firm, the firm's principal place of business, the name and telephone number of the contact person and company tax identification number. Contractor must also describe in narrative form the nature and history of their company, relationships with other vendors if proposing jointly, etc.

SYSTEM SPECIFICATIONS

Contractor is free to outline and summarize their proposals in narrative form. Required system specifications outlined in Appendix D shall be incorporated into the vendor's multi-space pay stations. Substitution to the City's specifications should be described and justified here as well as any additional information the vendor feels relevant to its proposal.

COSTS

Contractor must outline all costs associated with the implementation, processing, and support/maintenance of the system addressed in this RFP and are free to summarize their costs in narrative form. The proposal shall include pricing for all services. Pricing shall be all inclusive unless indicated otherwise on a separate pricing sheet. The Proposal shall itemize all services, including hourly rates for all professional, technical and support personnel, and all other charges related to completion of the work shall be itemized.

Note on maintenance cost: If equipment is being purchased in this RFP, and future maintenance of the equipment can only be provided by the equipment supplier, the maintenance cost for 2 years beyond the initial warranty period must be included in the RFP pricing section. The maintenance cost must be included and evaluated as part of the pricing evaluation.

TERMINATIONS

If your organization has had a contract terminated for default in the last five years, describe such incident. *Submit full details of the terms for default including the other party's name, address, and phone number. Present the vendor's position on the matter. The City will evaluate the facts and may, at its sole discretion, disqualify the vendor on the grounds of the past termination for default.*

If the firm has not experienced any such termination for default or early termination in the past five years, so indicate.

CERTIFICATES & INSURANCE

The vendor shall maintain Workers' Compensation Insurance as required by statute and shall submit a certificate of such insurance at final contract signing.

City requires the following types and levels of insurance coverage as outlined in Section 5.1.6.

CONTRACTS

The City's standard contract for goods/services will be used for this procurement. It is attached as Appendix B. Any exceptions to the contract must be noted in the vendor's proposal.

The City is interested in a complete and integrated solution. It is preferred that all services be channeled through the selected vendor and all aspects of the project coordinated and managed by that vendor.

Proposals must be received in **sealed envelopes or containers** clearly showing the vendor's company name, address and City's RFP Description and Number. No proposals may be withdrawn after submission and submissions will not be accepted after the date and time stated above.

Vendors shall follow the format described herein. One (1) electronic copy (Adobe Acrobat format on CD or other magnetic media) and two (2) hard copies of the proposal are required. All hard copies should be labeled as follows:

- Copy 1: ORIGINAL
- Copy 2: EVALUATION

Once a contract is awarded, all submitted proposals shall be public records subject to public disclosure pursuant to the provisions of the Public Records Act (Government Code Section 6250 et seq.).

APPENDIX B

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT FOR PROFESSIONAL SERVICES

FOR _____

This Agreement is made and entered into this ____ day of _____, 20____, by and between the CITY OF SAN RAFAEL (hereinafter "**CITY**"), and _____ (hereinafter "**CONTRACTOR**").

RECITALS

WHEREAS, _____; and

WHEREAS, _____;

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. PROJECT COORDINATION.

A. **CITY'S Project Manager.** The _____ is hereby designated the PROJECT MANAGER for the **CITY**, and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONTRACTOR'S Project Director.** **CONTRACTOR** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONTRACTOR**. _____ is hereby designated as the PROJECT DIRECTOR for **CONTRACTOR**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONTRACTOR** shall notify the **CITY** within ten (10) business days of the substitution.

2. DUTIES OF CONTRACTOR.

CONTRACTOR shall perform the duties and/or provide services as follows:

3. DUTIES OF CITY.

CITY shall pay the compensation as provided in Paragraph 4, and perform the duties as follows:

4. COMPENSATION.

For the full performance of the services described herein by CONTRACTOR, CITY shall pay CONTRACTOR as follows:

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by CONTRACTOR.

5. TERM OF AGREEMENT.

The term of this Agreement shall be for (____) year(s) commencing on _____ and ending on _____. Upon mutual agreement of the parties, and subject to the approval of the City Manager the term of this Agreement may be extended for an additional period of (____) year(s).

6. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all CITY documents or materials provided to CONTRACTOR and any and all of CONTRACTOR's documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to CITY as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONTRACTOR** in connection with the performance of its duties under this Agreement, shall be the sole property of **CITY**. **CITY** may use said property for any purpose, including projects not contemplated by this Agreement.

8. INSPECTION AND AUDIT.

Upon reasonable notice, **CONTRACTOR** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONTRACTOR** in connection with its performance of its duties under this Agreement. **CONTRACTOR** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

9. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE.

A. **Scope of Coverage.** During the term of this Agreement, **CONTRACTOR** shall maintain, at no expense to **CITY**, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of two million dollars (\$2,000,000) per occurrence/four million dollars (\$4,000,000) aggregate, to cover any claims arising out of the **CONTRACTOR's** performance of services under this Agreement. Where **CONTRACTOR** is a professional not required to have a professional license, **CITY** reserves the right to require **CONTRACTOR** to provide professional liability insurance pursuant to this section.

4. If it employs any person, **CONTRACTOR** shall maintain worker's compensation and employer's liability insurance, as required by the State Labor Code and other applicable laws and regulations, and as necessary to protect both **CONTRACTOR** and **CITY** against all liability for injuries to **CONTRACTOR's** officers and employees. **CONTRACTOR'S** worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. **Other Insurance Requirements.** The insurance coverage required of the **CONTRACTOR** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additionally named insureds under the policies.

2. The additional insured coverage under **CONTRACTOR'S** insurance policies shall be primary with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONTRACTOR'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. The insurance policies shall be specifically endorsed to provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance policies except upon ten (10) days written notice to the **PROJECT MANAGER**.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

C. Deductibles and SIR's. Any deductibles or self-insured retentions in **CONTRACTOR's** insurance policies must be declared to and approved by the **PROJECT MANAGER** and City Attorney, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONTRACTOR** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. Proof of Insurance. **CONTRACTOR** shall provide to the **PROJECT MANAGER** or **CITY'S** City Attorney all of the following: (1) **Certificates of Insurance**

evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements from CONTRACTOR. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by PROJECT MANAGER and the City Attorney.

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., CONTRACTOR shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by CITY, and hold harmless CITY, its officers, agents, employees and volunteers (collectively, the “City Indemnitees”), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively “CLAIMS”), arising out of CONTRACTOR’S performance of its obligations or conduct of its operations under this Agreement. The CONTRACTOR's obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the City Indemnitees. However, to the extent that liability is caused by the active negligence or willful misconduct of the City Indemnitees, the CONTRACTOR's indemnification obligation shall be reduced in proportion to the City Indemnitees’ share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the CONTRACTOR’s work or work product by the CITY or any of its directors, officers or employees shall not relieve or reduce the CONTRACTOR’s indemnification obligations. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from CONTRACTOR’S performance of or operations under this Agreement, CONTRACTOR shall provide a defense to the City Indemnitees or at CITY’S option reimburse the City Indemnitees their costs of defense, including reasonable attorneys’ fees, incurred in defense of such claims.

B. Where the services to be provided by CONTRACTOR under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, CONTRACTOR shall, to the fullest extent permitted by law, indemnify, release, defend and hold harmless the City Indemnitees from and against any CLAIMS that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR in the performance of its duties and obligations under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such CLAIM which is caused by the sole negligence or willful misconduct of CITY.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. NONDISCRIMINATION.

CONTRACTOR shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the

performance of its duties and obligations under this Agreement.

13. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONTRACTOR** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONTRACTOR** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

14. NO THIRD PARTY BENEFICIARIES.

CITY and **CONTRACTOR** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO **CITY**'s Project Manager:

City of San Rafael
1400 Fifth Avenue
P.O. Box 151560
San Rafael, CA 94915-1560

TO **CONTRACTOR**'s Project Director:

16. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONTRACTOR**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONTRACTOR** and **CITY** expressly intend and agree that the status of **CONTRACTOR**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

17. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONTRACTOR** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONTRACTOR** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

18. SET-OFF AGAINST DEBTS.

CONTRACTOR agrees that **CITY** may deduct from any payment due to **CONTRACTOR** under this Agreement, any monies which **CONTRACTOR** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

19. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

20. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

21. CITY BUSINESS LICENSE / OTHER TAXES.

CONTRACTOR shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code **CONTRACTOR** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONTRACTOR** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and

Certification).

22. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF SAN RAFAEL

CONTRACTOR

JIM SCHUTZ, City Manager

By: _____

Name: _____

Title: _____

ATTEST:

ESTHER C. BEIRNE, City Clerk

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney

APPENDIX C

PRICING PROPOSAL

Vendor Name _____, DATE _____

1) MULTI-SPACE PAY-ON-FOOT PAY STATION PURCHASE AND INSTALLATION PRICING
 Parking POF installation pricing should assume and include all associated network hardware and software.

Item Description	Quantity	Unit Price	Extended Price
Installation Per Unit	8	\$	\$
Other		\$	\$

2) ON-GOING COMMUNICATION AND MANAGEMENT FEES

List all applicable recurring monthly fees associated with the system, including communication fees, management fees, connection and transaction fees, etc.

Item Description	Interval	Unit	Unit Price	Quantity	Extended Price
Example:					
Management System	Monthly		\$250.00	1	\$250.00
Communication Fee	Monthly		\$50.00	8	\$400.00
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

3) REPLACEMENT PARTS PRICING

Item Description	Unit Price
Example:	
Controller	\$1,000.00
_____	_____
_____	_____
_____	_____

APPENDIX D

SYSTEM SPECIFICATIONS

This section of the RFP defines in general terms the intended use or function of the system needed by City's Parking Services. Regardless of the package names used by the vendor, it is the general description of the functions contained herein that specify the intent of the system.

GENERAL

1. The multi-space meter/Pay-on-Foot pay station shall be constructed of all new materials.
2. Multi-space / Pay-on-Foot pay station must be able to effectively operate in the weather conditions experienced in the City of San Rafael, California including but not limited to, rain and temperatures between of minus 25 degrees Fahrenheit to plus 150 degrees Fahrenheit.
3. Must retain audit data, and credit card information for at least seven days despite power or battery failure or removal.
4. Multi-space units shall wirelessly communicate usage, payment status, and maintenance alert data in real-time.
5. All Multi-space pay stations shall be managed by a web-based MMS:
 - City shall have the ability to remotely update pricing, regulations, and configurations independent of vendor support with no additional costs associated with these changes.
 - Provide reports on multiple units
 - Automatically create maintenance work order tickets for generated alarms or customer reports of malfunctions. Maintenance tickets shall be able to be updated via email or smartphone or tablet app.
 - Record maintenance done by repair staff.
 - Send alerts to designated personnel if a unit is not functioning.
6. All multi-space pay-on-foot pay stations shall have a modular design. Components shall be able to be quickly changed in the field.
7. The cabinet shall be weather, rust and graffiti resistant and shall be made of stainless steel or an equivalent material.
8. Graphic display shall be easy to read under various daytime and nighttime lighting conditions, including fog and direct sunlight and at various angles. Vendor shall describe its options for altering the display to make viewing in direct sunlight easier.
9. The multi-space shall have a backlit graphic display panel that is large enough to legibly display all necessary operating status messages to patrons and repair personnel. The display must be energy efficient.
10. The display shall be scratch and impact resistant.
11. Graphic display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the MMS and communicated wirelessly to the pay station at least once per day.
12. Keypads must be vandal resistant, weatherproof, and corrosive resistant.
13. Provider shall describe its support of both coin and card operations, including the number of different coins accepted and the type of card based payments, including magnetic stripe, contactless cards and chip-based cards (as applicable).
14. The unit shall support integration with 3rd-party pay by cell technologies. Identify any current pay by cell integration partners and any costs, including transaction fees, associated with communicating to the multi-space to indicate that a payment was made via Pay-by-Cell technologies.

15. The pay station must have the ability to accept / incorporate the City's merchant validation program.
16. The multi-space must be wirelessly networked and connected to a management system.
17. Pay stations are to operate in an independent network environment, meaning that each multi-space is wirelessly enabled to communicate without installation of any additional network equipment or additional infrastructure.
18. In the event of a malfunction of credit card acceptance, currency acceptance, or coin acceptance, the multi-space pay station must be able to independently function by indicating acceptance of which alternative payment methods.
19. The pay stations shall be able to accept pre-payments prior to start of regulated parking.
20. Proposer's unit must be established and in operational use by a public parking agency for a minimum of twelve (12) months prior to the proposal deadline, excluding testing situations.
21. Proposer's company must be able to provide on-going support and service to City staff after purchase and installation. Please submit how your company will provide such support and service.
22. ADA compliant.
23. City will receive all commercially released software updates applicable to the system at no additional cost. Updates are identified by an increase in the digit(s) to the right of the last decimal in the model number of the software.
24. Multi-space pay stations will carry an all-inclusive 2 year warranty (with no additional cost to the city).

CREDIT CARD

1. The vendor shall provide a secure gateway service to provide for secure, encrypted, credit card data transmission to the City's merchant account provider.
 - Vendor shall describe in detail the step-by-step process of Vendor's credit card acceptance procedure from the time a customer inserts his/her card to the time when the money is in the Agency account.
 - Include the name of your gateway processor (if using a third party) and the name of the gateway software (if your firm uses in-house software).
 - Vendor shall list all subcontractors involved in each step (e.g., cellular providers or gateway companies) and describe the subcontractors' PCI compliance.
 - Vendor shall describe any per transaction charges from Vendor and/or the gateway company, or software charges; if none, then state as much.
2. Multi-space pay stations must accept Visa, MasterCard, Discover, and AmEx credit cards and debit cards with the same designations.
3. Pay stations shall be able to incorporate smart card and pay by cell technology.
4. Credit card reader mechanism must be able to process all credit cards, debit card transactions by obtaining authorization in real time and the use of "batching" as an alternative option.
5. All credit card readers shall be integrated into the internal multi-space pay station.
6. All credit card products shall be PCI PA-DSS compliant and all service providers shall be PCI-DSS Level 3.1 certified to protect cardholder data.
7. Responding proposer must comply with, and be listed as a valid service provider for Visa Cardholder Information Security Program (CISP) and the MasterCard Site Data Protection (SDP) programs.
8. All proposing vendors must submit PCI compliance certificates as part of their submission.
9. Pay stations shall display the amount of time purchased with a credit card and show the equivalent amount of time purchased.

10. Pay stations must be able to cancel the credit card transaction should the purchaser decide to not proceed with the transaction.
11. Units must have wireless reporting, management systems functions and credit card transaction capability via GSM, CDMA or equivalent wireless network configuration.

COIN & CURRENCY ACCEPTANCE

1. Must accept at least four different U.S. coin types \$0.05, \$0.10, \$0.25, and \$1.00 coins at a minimum, with optional acceptance of new coins and tokens.
2. Coin chute or coin acceptor must allow for easy access for removal of foreign objects or other types of coin jams.
3. The pay station shall accept coins through a jam-resistant coin interface.
4. The coin chute or track and coin verifier unit shall be a free-fall type (non-moving and non-mechanized) or equivalent.
5. Coins must be deposited directly into, and stored within, a secured container in the vault area of the unit.
6. The pay station shall accept currency through a jam-resistant currency interface.

COMMUNICATION AND PROGRAMMING SPECIFICATIONS

1. Multi-space pay station must be programmable via a wireless network.
2. 365 day real time calendar clock which is synchronized with a centralized server.
3. Programmable for automatic daylight savings time (DST) change and update of DST via the wireless system as well as capability of loading DST changes for multiple occasions.
4. Time of day clock must track the day of the week.
5. Programmable feature options with capability to change wirelessly, standard rate operation, time of day operation, day of week operation.
6. Pay station must be configurable to define "No Parking" times.
7. Multi-space must be able to have the option to require a minimum amount of time to be purchased prior to registering time.
8. Unit shall reset to zero the audit register after each transfer of audit information to the management system.
9. The wireless based management system shall have the capability to track audit amounts by pay station and any selected configuration thereof.
10. Login and access to the wireless based management system via the internet.
11. Management system must be on line and security provided via password protection.
12. Real time alarm and status reporting for maintenance via wireless based management system.
13. Management system must be able to notify service technicians and key personnel of fault and status issues via email or text.
14. Real time revenue and payment information via management system.
15. Management system to provide a full set of reports including revenue for all transactions, by unit, by redefined zone, across any period specified by used, (day, week, month or any period defined within the data set) including audits, maintenance.
16. Multi-space pay stations controlled and accessed by the wireless based management system shall be able to accommodate simple and complex dynamic rate structures that can be changed via the wireless based management system.
17. Vendor will be responsible for the installation, testing, and commissioning of all parking pay stations network hardware and software. Vendor will also be responsible for acquiring necessary permits from the appropriate City departments prior to commencing work.
18. Vendor may describe in detail any additional features or services that can be included with your system that would benefit the project. If additional features require additional

costs, please disclose all associated costs. The City shall consider these additional features as optional.

TRAINING SPECIFICATIONS

1. Vendor must provide on-site training to City parking staff on the programming of the multi-space and software management system at no cost to the City of San Rafael.
2. Vendor must provide on-site training to City technicians for routine maintenance, part replacement, clearing coin and credit card jams at no cost to the City of San Rafael.
3. Vendor must also provide on-site training to City technicians for the purposes of parking citation contesting or appeals at no cost to the City of San Rafael.
4. Vendor must provide on-site training to City parking officers on multi-space operations and enforcement of violations at no cost to the City of San Rafael.
5. Vendor must provide marketing materials, customer instruction materials, and ideas to the City for a smooth transition for public users at no cost to the City of San Rafael.

DELIVERY REQUIREMENTS

1. Vendor will supply to the City of San Rafael upon delivery:
2. All 8 multi-space pay stations and associated parts substantially at the same time.
3. Two (2) complete sets of all operating parts and technical repair manuals (can be electronic/digital copies)
4. NOTICE TO BEGIN
Vendor shall be able to assume complete responsibility for the wireless based management system no later than thirty-days (30) after the effective date of the agreement.

SYSTEM SECURITY AND BACK-UP PROVISION

1. Vendor shall maintain parking citation management system database and physical system security in such a way as to provide complete confidentiality and protection from unwanted access.
2. Vendor shall make multiple back up files throughout the day. Vendor shall state the efforts taken to protect the data in the event a recovery process is required. Please define the vendor's disaster recovery plan. Data recovery plan should also include off site data storage. Please include and define this backup and recovery process.
3. Vendor should define the web security used for access, reports, and credit card processing.