



Request for Proposals

For

Mobile Parking Payment System Application

RFP Submittal Deadline:

RFP Contact:

Email Address:

August 29, 2023, 2:00 PM EST

Howard Allen

hallen@pvdricenter.com

Rhode Island Convention Center Authority
One LaSalle Square
Providence, RI 02903

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1. INTRODUCTION

The Rhode Island Convention Center Authority (RICCA) is seeking proposals from qualified firms with specific experience in Mobile Parking Payment Systems. The selected firm will work in conjunction with RICCA to integrate a Mobile Parking Payment System at RICCA's three garages. Proposals should include information demonstrating experience in providing mobile parking payment systems for municipal type parking programs.

Qualified proposers must be able to provide and integrate a turn-key application that allows visitors to pay for parking through an application available on mobile devices, the web and over the phone via Interactive Voice Response (IVR). The application should be easy to use, safe from cyber-attacks and show that RICCA is organized, welcoming and inclusive. The primary goal of the application is to improve the overall visitor experience resulting in repeat visitation. The selected firm will provide a mobile parking payment system that improves the visitor experience and integrates with the existing infrastructure.

The proposer must be able to meet the Completion Schedule included in this RFP.

2. BACKGROUND

Located in the heart of downtown Providence, RICCA operates the Rhode Island Convention & Entertainment Complex, which includes the Rhode Island Convention Center and garages (RICC), the Amica Mutual Pavilion (AMP), the Veterans Memorial Auditorium (The Vets), and the Innovative District Parking Garage. The Authority, governed by an eleven-member board of commissioners, works with several marketing partners to book its facilities, including ASM Global, which manages the AMP and RICC, Professional Facilities Management (PFM), which manages The Vets, PSE Agency (PSE), the exclusive sales & marketing agent of all three facilities, and the Providence Warwick Convention & Visitors Bureau (PWCVB).

RICCA operates three garages that are open for businesses, residents, and visitors of the downtown Providence community. The Innovation District Garage is located just one block behind the Providence Performing Arts Center and next to the Garrahy Courthouse. The North and South garages are adjacent to the Rhode Island Convention Center and Amica Mutual Pavilion. They are self-parking garages which are clean, well-lit, open 24/7, have security cameras, roving security personnel, on-site attendants, and emergency call boxes.

3. SCOPE OF SERVICES

See Attachment B

4. INSTRUCTIONS TO PROPOSERS

a. Examination of Proposal Documents

Submission of a proposal shall be deemed a representation and certification by the Proposer that they:

1. Have carefully read and fully understood the information that was provided by RICCA to serve as the basis for submission of their proposal.
2. Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
3. Represent that all information contained in the proposal is true and correct.
4. Did not, in any way, collude; conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer regarding the amount, terms or conditions of their proposal.
5. Acknowledge that RICCA has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by the Proposer, and Proposer hereby grants RICCA permission to make these inquiries, and to provide all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that proposer was not fully informed to any fact or condition.

- b. Addenda/Clarifications. Questions regarding this (RFP), should be submitted in writing to Howard Allen, Complex Purchasing Manager, by e-mail at hallen@pvdricenter.com on or before August 9, 2023

Questions will not be accepted by phone.

Answers to questions will be posted on the Authority's website-on August 16, 2023 at riconventioncenterauthority.com

Additionally, an addendum to this RFP will be posted on the website, and proposers are advised to check the website for same, if any, prior to submitting their bid.

All addenda shall become a part of the RFP and shall be acknowledged on the Proposer's Form.

RICCA shall not be responsible nor be bound by any oral instructions, interpretations or explanations issued by the RICCA or its representatives.

c. Submission of Proposals

Submission of Proposals: Three (3) hardcopies and (3) thumb drives containing the entire proposal shall be delivered via us mail or courier to:

Howard Allen Complex Purchasing Manager
Rhode Island Convention Center
1 Sabin Street, Providence, RI 02903

Proposals must be received no later than 2:00 pm (EST) on August 29, 2023. The outside of the envelope or package of the proposal shall be marked: Mobile Parking System.
All proposals received after that time will not be accepted.

Verification of receipt of the proposal is the responsibility of the submitting Proposer.
E-mailed or faxed proposals will not be accepted.

d. Withdrawal of Proposals

A Proposer may withdraw their proposal at any time before the expiration of the time for submission of proposals as provided in this RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

e. Rights of RICCA

This RFP does not commit RICCA to enter into a contract, nor does it obligate RICCA to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. RICCA reserves the right to:

- Make the selection based on its sole discretion.
- Reject all proposals.
- Issue subsequent RFPs.
- Postpone opening for its own convenience.
- Remedy technical errors in the RFP process.
- Approve or disapprove use of subcontractors.
- Negotiate with any, all or none of the Proposers.
- Accept other than the lowest offer.
- Waive informalities and irregularities in the Proposals and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with RICCA.

An agreement shall not be binding or valid with RICCA unless and until it is executed by an authorized representative of RICCA and of the Proposer.

5. PROPOSED TENTATIVE TIMELINE

The tentative RFP timeline is as follows:

RFP Issued	July 31, 2023
Deadline for questions/clarifications	August 9, 2023
Answers posted on website	August 16, 2023
Proposals Due	August 29, 2023 – 2:00 pm (EST)
Shortlisted Candidates Interviewed week of	September 11, 2023
Selection Announced	September 27, 2023

6. INFORMATION TO BE SUBMITTED

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of RICCA's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal shall be submitted. Items not specifically and explicitly related to the RFP and proposal, IE: brochures, marketing material, etc. will not be considered in the evaluation.

All proposals shall address the following items in the order listed below and shall be numbered 1 through 9 in the proposal document including the Scope of Services response in Chapter 5. The Scope of Services response shall address how the proposer will successfully complete each Scope of Services task. Details on how to respond to the tasks is included in the Scope of Services (Attachment B).

Chapter 1 – Proposal Summary

This chapter shall discuss the highlights, key features, and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this Chapter to a total of three (3) pages including the separate sheet.

Chapter 2 – Profile on the Proposing Firm(s)

This chapter shall include a brief description of the Prime Proposer's firm size as well as the organization structure. Include all other firms participating in the Proposal, including similar information about the firms.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five years.

Chapter 3 – Qualifications of the Firm

This chapter shall include a brief description of the Proposer's and any sub-Proposer's qualifications and previous experience on similar or related projects. Please provide descriptions of pertinent project experience with public municipalities that includes a summary of the work performed, the total project cost, the percentage of work the firm was responsible for and the period over which the work was completed. Give a brief statement of the firm's adherence to the schedule and budget for the project.

This chapter shall include information regarding any relationships with firms and/or individuals who may submit proposals in response to the RFPs being developed.

Chapter 4 – References

This chapter shall include Attachment C – References, providing contact information for at least three public agencies in which you have recently (within the last 5 years) completed a project of similar size and scope. RICCA reserves the right to contact each of the references listed for additional information regarding your firm's qualifications. Failure to submit at least three references may result in disqualification.

Chapter 5 - Work Plan or Proposed Solution

This chapter shall present a well-conceived service plan. Include a full description of major tasks and subtasks. This section of the proposal shall establish that the Proposer understands RICCA's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services/tasks and the firm's ability to meet RICCA's schedule, outlining the approach that would be undertaken in providing the requested services/tasks. To easily assess the duration and resources of the proposal, the project planning and scheduling of tasks and deliverables by the proposer should be demonstrated using a Gantt chart. Use this chapter to incorporate your response to the Scope of Services.

Chapter 6 – Proposed Innovations

The Proposer may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide RICCA with better service delivery. In this chapter discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to RICCA.

Chapter 7 – Project Staffing

This chapter shall discuss how the Proposer would propose to staff this project. Key project team members shall be identified by name, title, and specific responsibilities on the project. An organizational chart for the project team and resumes for key Proposer personnel shall be included. Key personnel will be an important factor considered by the review committee. Changes in key personnel may be cause for rejection of the proposal.

Chapter 8 – Proposal Exceptions

This chapter shall discuss any exceptions or requested changes that the Proposer has to RICCA's RFP conditions, requirements, and sample contract (Attachment D). If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in Attachment D – "Sample Agreement for Services." Items not excepted will not be open to later negotiations.

Chapter 9 – Cost Proposal

Provide a not-to-exceed cost proposal for all work described under the "Scope of Services". The Proposer will complete the Cost Proposal Sheet (Attachment G) and should also include its standard rate sheet and submit it with their submission. Proposers are encouraged to submit suggestions for cost savings, project phasing and other ways of promoting cost efficiency and to highlight any tradeoffs inherent in the suggested alternatives. The cost proposal is a portion of the evaluation process and will be considered in the final selection process.

7. CONTRACT TYPE AND METHOD OF PAYMENT

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a not-to-exceed budget amount. A sample Agreement of Services is provided as Attachment D. The method of payment to the successful Proposer shall be net 30 on a per task basis with a maximum "not to exceed" fee as set by the Proposer in the proposal or as negotiated between the Proposer and RICCA as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as but not limited to, transportation, communications, subsistence and materials and any subcontracted items of work. Progress payments will be based on a percentage of project completed.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements (Attachment E), Business License Requirements (Attachment F), and any other required fees as stipulated in the contract. If a Proposer desires to take exception to the Agreement, Proposer shall provide the following information in Chapter 8 of their submittal package. Please include the following:

- Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
- Proposer shall furnish the reasons for, as well as specific recommendations, for alternative language.

The above factors will be considered in evaluating proposals. Proposals that take substantial exceptions to the proposed Agreement may be determined by RICCA, at its sole discretion, to be unacceptable and no longer considered for award.

8. REVIEW AND SELECTION PROCESS

RICCA will evaluate the proposals based on the following criteria:

- Vendor Qualifications and Experience..... 20 points
- Customer Network and References..... 15 points
- Quality of the proposal 5 points
- Proposed Solution 30 points
- Marketing Approach 15 points
- Cost to RICCA 15 points
- Grand Total 100 points

The proposals will be evaluated by a panel of RICCA staff & Board members. The candidates may be asked to participate in an interview with the panel to select a final consultant.

9. INSURANCE REQUIREMENTS

Each proposal must include a valid certificate of insurance as outlined in Attachment E. The purpose of this submittal is to generally assess the adequacy of the Proposer’s insurance coverage during proposal evaluation.

The selected Proposer(s), at Proposer’s sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain required insurance as outlined in Attachment E

All policies, endorsements, certificates and/or binders shall be subject to the approval of RICCA’s Attorney as to form and content. These requirements are subject to amendment or waiver if so, approved by RICCA’s Attorney. The selected Proposer agrees to provide RICCA with a copy of the policies, certificates and/or endorsements upon award of contract.

10. PUBLIC NATURE OF MATERIALS

Responses to this RFP become the exclusive property of RICCA. When RICCA can successfully negotiate an agreement with a proposer or determines that the RFP will result in no award, then all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with

the exception of those elements in each proposal which are labeled “trade secret” and determined by RICCA to be exempt from disclosure in accordance with the state’s Access to PublicRecords Act.

11. COLLUSION

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

12. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- Evidence of collusion, directly or indirectly, among Proposers regarding the amount, terms or conditions of this proposal.
- Any attempt to improperly influence any member of the evaluation team or discussion of this RFP with a commissioner of RICCA.
- Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and RICCA.
- Evidence of incorrect information submitted as part of the proposal.
- Evidence of Proposer’s inability to successfully complete the responsibilities and obligation of the proposal; and
- Proposer’s default under any previous agreement with RICCA, which results in termination of the Agreement.

13. NON-CONFORMING PROPOSALS

A proposal shall be prepared and submitted in accordance with provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of RICCA.

14. GRATUITIES

No person shall offer, give, or agree to give any RICCA employee any gratuity, discount or offer of employment in connection with the award of contract by RICCA. No RICCA employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a RICCA contract.

~ End of Section ~

**ATTACHMENT A – Proposer Information
Proposer’s Information Form**

ACKNOWLEDGEMENT

The undersigned declares that she or he:

- Has carefully examined the RFP specifications.
- Is thoroughly familiar with its content
- Is authorized to represent the proposing firm; and
- Agrees to perform the work as set forth in the specification of this proposal.

PROPOSER (please print):

Firm Name: _____

Address: _____

Telephone: _____ Email: _____

Contact person, title, email, and telephone: _____

Proposer, if selected, intends to carry on the business as (check one):

Individual

Partnership

Corporation

When incorporated? _____

In what state? _____

When authorized to do business in Rhode Island? _____

Other (explain): _____

ADDENDA

To ensure that all Proposers have reviewed each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal: Addendum number(s) received: 1; 2; 3; 4; 5; 6;

,Or _____ No Addendum/Addenda Were Received (**check and initial**)

PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures, and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

1. If Proposer is INDIVIDUAL, sign here

Date: _____
Proposer's Signature _____
Proposer's typed name and title _____

2. If Proposer is PARTNERSHIP or JOINT VENTURE, at least two (2) Partners shall sign here:

Partnership or Joint Venture Name (type or print)

Date: _____
Member of Partnership or Joint Venture Signature _____
Date: _____
Member of Partnership or Joint Venture Signature _____

3. If Proposer is a CORPORATION, the duly authorized officer shall sign as follows:
The undersigned certify that he/she is respectively:

_____ and _____
Signature Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____ Date: _____
Title: _____

ATTACHMENT B – Scope of Services Scope of Services

As part of the written responses for Chapters 1 - 9, the proposer must address in writing how they will successfully perform or provide each task of the Scope of Services. Respond to each task (B.3.0 to B.10.0) below stating how the proposer will satisfy the requirement. Incorporate your responses into the Work Plan or Solution Proposal for Chapter 5 response.

B.1.0 Goals

The overall purpose of this Request for Proposal is to procure a mobile payment application that effectively, reliably, and satisfactorily accepts cashless parking payments and meets RICCA's needs.

The primary goal and objective of the Mobile Payment Application is to allow visitors to pay by mobile device for parking beyond the initial free period and to receive notifications when their time is about to expire so they can remotely add time.

The following are secondary objectives that enhance the value of a mobile parking application and increase the desirability of the service:

- Welcome visitors by showing that RICCA's garages are organized, safe and easy to navigate
- To create and implement a user-friendly and visible navigational system that will guide visitors and residents to and from RICCA's garages
- Guide visitors quickly to their destinations and nearby parking
- Encourage parking once and walking/biking to explore Providence
- Increase awareness to the depth of the RICCA's garages
- Help create and support an economically vibrant city
- To enhance information sharing about parking, events, and emergencies
- Help mitigate vehicular traffic by reducing search time for parking and destinations

B.2.0 Vendor Qualifications

Minimum Vendor Qualifications - Vendor must satisfy the following Minimum Qualifications:

1. At least seven years' experience in North America providing parking and mobility solutions, including payment processing by mobile application, Telephone via Intelligent Voice Recognition (IVR) and website.
2. At least 10 comparable active public agency contracts
3. Evidence that vendor currently processes more than 25,000 mobile parking transactions daily.
4. Vendor must hold PCI – DSS v3.2 Level 1 Service Provider certifications and all mobile parking payment processing must take place in a PCI – DSS v3.2 Level 1 Service Provider (or higher if applicable) secured environment.
5. Must provide at least three current public agency references for active mobile parking operations.

B.3.0 Mobile Parking Payment System Requirements

Payment Options - The mobile payment system must offer the following payment options:

1. Pay by Mobile Application
2. Pay by Web
3. Pay by Telephone via Interactive Voice Response (IVR)
4. QR Code
5. SMS Text
6. Users must have the ability to pay directly from the Google Pay and Apple Pay app.

B.4.0 Pay by Mobile Application

The vendor must provide an all-inclusive smart phone application with the following key functionality requirements:

7. Mobile applications must be compatible with Android and iOS smartphones, in addition to a browser version.
 - a) Applications can also be downloaded or redirected from the vendor's website.
8. Quick process to select parking zone, confirm vehicle and payment type, and then start a parking session.
9. Ability to add time to the existing parking session.

10. Customizable push, SMS, and email alerts to notify a user when parking will expire.
11. Easy to add, remove and update vehicle information.
12. Easy to add and remove payment methods. Ability to manage multiple payment methods, including credit cards, PayPal, Apple Pay and Google Pay accounts.
13. An Account History feature displaying complete details of recent parking transactions.
14. The application must have industry-level standards to encrypt and secure credit card.

B.4.1 Pay by Web

The system must provide a website with the following requirements:

1. Must have the option to have a customized white label website or use the vendor's standard website.
2. Support desktop and mobile browsers.
3. The website must have the ability to save the username and password locally on the device (PC or phone) to expedite future logins and provide the option to sign up as a new user.
4. Website must offer the option to checkout as a guest using only an email address.
5. The website must have identical functionality features to that of the mobile application, including Map View, Parking Availability, Reservations, Manage Account features, and a simple parking payment process.
6. The website must have industry-level standards to encrypt and secure credit card and other personal data.

B.4.2 Payment by IVR system

The vendor must provide an IVR system with the following features:

1. Vendor must provide a regional toll-free number to be posted on signs and decals in parking areas.
2. The system automatically recognizes a registered user based on the incoming phone number.
3. The IVR system must recognize user inputs by touch tones and speech.
4. The IVR system must have menu options and dialog, including:
 - a. Use Registered Account (if the user is not calling from the phone number associated with their account)
 - b. Create New Account

- c. Begin Parking
 - d. Extend Session
5. If a user selects the option to begin parking, the system must:
 - a. Ask for the zone number.
 - b. Automatically query the backend system in real-time to confirm that parking is permitted at the current time.
 - c. The system must have the ability to impose a minimum time purchase. The system must have the ability to restrict purchases to increments of time. The system must reject an entry greater than the allotted time limit for the specified zone.
 - d. Confirm that the purchase is complete.
6. The system must automatically detect if a user (phone number) has an active session and immediately provide them the option to extend their session upon calling, if permitted.

B.5.0 Administrator Portal Requirements

1. The system must provide a website accessible only to designated system administrators.
2. Administrator portal shall be self-service. Rates and policies can be updated and managed immediately and solely by RICCA.
3. System must support complex rate structures including special event rates, holidays, etc.
4. Administrator portal shall include a rate tester tool to test rates and policies before they go live.
5. The system must have a web-based tool to manage the inventory of the parking system. The inventory must hold information on each meter/block/zone, including its:
 - a. ID.
 - b. Address.
 - c. Status (active or inactive).
 - d. Rate.
 - e. Hours of operation.
 - f. Hours of restrictions.
 - g. Maximum length of stay.
6. Once a change is made to the inventory, the system must be updated immediately or queued for update at a set time, as determined by RICCA.
7. An administrator must be able to use the tool to manually update the attributes of a single meter/block/zone or import a file to update the entire inventory.
8. Administrators must have an interface to query transactions for citation adjudication purposes.

B.5.1 Reporting

The system must provide reporting functionality to designated administrators of the system.

1. Administrators must be able to run reports on transactions and accounts, including:
 - a. Transactions made by:
 - i. License plate number.
 - ii. Phone number.
 - iii. Username/account number.
 - iv. Date and time.
 - v. Duration.
 - vi. Rate.
 - vii. Total amount.
 - viii. Payment method.
 - ix. Meter/block/zone ID.
 - b. Account sign ups.
2. The vendor must provide performance metrics on its reporting tool, with scenarios such as:
 - a. Number of new accounts per week.
 - b. Number of transactions per day by meter/lot/zone ID.
 - c. All transactions in a calendar year.
3. Reports must always be available for viewing or download. The system must allow reports to be exported to .xls, .csv, and .pdf formats.

B.6.0 Data Security and System Requirements

Data Security - The system must exercise industry standard protocols to ensure the protection of any data stored and transmitted in the system, including:

1. Securing physical servers, storage, etc.
2. Firewalls to protect against unauthorized access.
3. SSL encryption on websites.
4. PCI -DDS level 1 compliant on all applicable data.
5. SSAE Report before the Notice of Award.
6. The vendor must minimize member's exposure to sensitive data, such as credit card numbers.

B.6.1 System Availability

1. The system must be cloud based and not access RICCA's network.
2. The system must provide redundant/failsafe servers which ensure at least 99.5% uptime of all components of the system.

3. The proposed system must be able to handle up to 5 million monthly mobile payment transactions.

B.6.2 Integrations

1. Vendor must operate with an open API to allow for the integration of any current and/or future system partners.

B.7.0 Marketing

1. The vendor must describe their comprehensive marketing plan to be included at no additional cost, which includes the following:
 - a. Overall marketing strategy from pre-deployment to post-deployment.
 - b. Describe best practices for high impact signage and decals.
 - c. Vendor must display proven history of increased adoption rates and provide specific examples of successful strategies and deployments.
2. The vendor must deploy marketing campaigns and strategies to promote the launch of the system and drive adoption, including:
 - a. Push notifications and in-app messaging to provide information and drive behavior.
 - b. Geo-fencing functionality to target visitors coming into RICCA's garages who already have the app on their phone.
 - c. Customized video content that can be embedded on RICCA's websites. Videos should include demos and tutorials to help end users use the system.
 - d. Social Media strategies to help raise awareness of the mobile payment system.
 - e. Special Events and Promotions to provide discounted parking, Free Parking, etc.
 - f. Leverage local media coverage to promote the launch and use of the system.
 - g. Other advantageous strategies shall also be described.
3. All marketing plans and materials shall be approved by RICCA prior to implementation.

B.8.0 Customer Support and Training

The vendor must provide training and support for the end users and administrative RICCA Staff.

B.8.1 End User Customer Support

The vendor must provide the following customer services to end users:

1. Vendor must provide an in-house call center with bi-lingual live operators available 24/7 to resolve customer issues.
2. Vendor must also use website chat and social media strategies to handle customer complaints.

B.8.2 Administrative Support

The vendor must provide the following services:

1. Technical support during normal business hours of 7:00 am to 5:00 pm, (EST).
2. Response times of less than 30 minutes for urgent issues. Resolution of urgent issues in less than 2 hours.

B.8.3 Training

1. The vendor must provide training to personnel designated in the following areas:
 - a. Use of payment methods.
 - b. Use of any websites designed for users and administrators.
 - c. Use of any enforcement tools.
2. The vendor must also provide training for end users, including, but not limited to a frequently asked questions (FAQ) section and/or instructional videos on the vendor's website.

B.9.0 Deployment Plan

The vendor must provide a comprehensive tentative deployment schedule that includes a description of all phases, tasks, and sub-tasks using a Gantt Chart.

B.10.0 Additional Integrated Services

The vendor shall describe other features and integrated services in their proposal, including but not limited to:

1. Centralized backend management platform for aggregated parking data, centralized enforcement and integration of several parking methods and technologies, such as but not limited to:
 - a. Mobile payments for parking system.
 - b. Pay-by-Plate (Legacy ALPR System for Enforcement).
 - c. Digital permit management system (Legacy TurboData Systems).
 - d. Parking Payment Kiosks (To be purchased)
2. Integration with Apple Maps, Google Maps and Waze to direct users back to their car.
3. A Map View based on location that displays nearby parking zones. A user can then touch the zone number to initiate a parking session. Map View must also provide the following features:
 - a. Search for available parking before arriving at destination.
 - b. Displays points of interest in the area such as electric charging stations, restaurants, retail, and event venues.
 - c. Identify nearby multi-modal transportation options such as bus, rail, and streetcars.

~ End of Section ~

ATTACHMENT C – Proposer References

Number of years engaged in providing the services included within the scope of the specifications under the present business name: _____

Describe fully at least three (3) recently completed (within the last three (3) years) similarly sized local government contracts, similar in size and scope of work, performed by your firm that demonstrate your ability to provide the services included within the scope of the specifications, name of the municipality and population. Attach additional pages if required. RICCA reserves the right to contact each of the references listed for additional information regarding your firm’s qualifications. Failure to provide at least three references may result in disqualification.

Reference No. 1

Customer Name	
Contact Individual	
Telephone & Email	
Street Address	
City, State, Zip Code	
Date of Services	
Contract Amount	
Description of Services:	
Project Outcome:	

ATTACHMENT D – Sample Service Agreement

SAMPLE - AGREEMENT FOR SERVICES

THIS AGREEMENT is dated for identification this XX of XX 2023 and is made by and between Rhode Island Convention Center Authority, (“RICCA”) and XXX (“Service Provider”), whose address is XX. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 RICCA requested proposals for the services described in this Agreement, and Service Provider’s proposal was selected.
- 1.2 Service Provider represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 RICCA desires to engage Service Provider to provide and operate a Mobile Parking Payment Application for the Pay to Stay Parking Program.
- 1.4 Service Provider warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Service Provider acknowledges RICCA has relied upon these warranties to retain Service Provider.

II. AGREEMENT

- 2.1 Scope of Services. Service Provider shall provide services as described in that certain Proposal sent to RICCA on XXX, 2023, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect from XXX to XXXX.
- 2.3 Compliance with Laws. The Service Provider shall comply with all applicable laws, codes, ordinances, and regulations governing federal, state, and local laws. Service Provider represents and warrants to RICCA that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Service Provider to practice its profession.
- 2.4 Sole Responsibility. Service Provider shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

- 2.5 Information/Report Handling. All documents furnished to Service Provider by RICCA and all reports and supportive data prepared by the Service Provider under this Agreement are RICCA's property and shall be delivered to RICCA upon the completion of services or at RICCA's written request. All reports, information, data, and exhibits prepared or assembled by Service Provider in connection with the performance of its services pursuant to this Agreement are confidential until released by RICCA to the public, and the Service provider shall not make any of these documents or information available to any individual or organization not employed by the Service Provider or RICCA without the written consent of RICCA before such release. RICCA acknowledges that the reports to be prepared by the Service Provider pursuant to this Agreement are for the purpose of evaluating a defined project, and RICCA's use of the information contained in the reports prepared by the Service Provider in connection with other projects shall be solely at RICCA's risk, unless Service Provider expressly consents to such use in writing. RICCA further agrees that it will not appropriate any methodology or technique of Service Provider which is and has been confirmed in writing by Service Provider to be a trade secret of Service Provider.
- 2.6 Compensation. Compensation for services **shall not exceed \$XXXXX**, inclusive of all costs. Payment shall be based upon RICCA approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents, or other pertinent materials shall be submitted for RICCA review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to RICCA shall be addressed as follows:

Invoices:
RICCA Attn: Accounts
Payable
One LaSalle Square
Providence, RI 02903

- 2.8 Availability of Records. Service Provider shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Service Provider shall make these records available to authorized personnel of RICCA at the Service Provider offices during business hours upon written request of RICCA.
- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Service Provider. No portion of these services shall be assigned or subcontracted without the written consent of RICCA.
- 2.10 Independent Contractor. It is understood that the Service Provider, in the performance of the work and services agreed to be performed, shall function as and be an independent

contractor and not an agent or employee of RICCA. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to RICCA employee(s). With prior written consent, the Service Provider may perform some obligations under this Agreement by subcontracting but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Service Provider agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Service Provider shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Service Provider or is based on allegations of Service Provider's negligent performance or wrongdoing.

- 2.11 Conflict of Interest. Service Provider understands that its professional responsibilities are solely to RICCA. The Service Provider has and shall not obtain any holding or interest within RICCA. Service Provider has no business holdings or agreements with any individual member of the Staff or management of RICCA or its representatives nor shall it enter into any such holdings or agreements. In addition, Service Provider warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of RICCA in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the RICCA's sole discretion, divest itself of such interest. Service Provider shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person Service Provider discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement Service Provider shall promptly notify RICCA of this employment relationship, and shall, at RICCA's sole discretion, sever any such employment relationship.

Equal Employment Opportunity. Service Provider warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Service Provider nor its subcontractors do, and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Service Provider agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.

- ii. Service Provider agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Service Provider shall provide to RICCA all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all certificates and endorsements are to be received and approved by RICCA before work commences.

General Liability:

- i. RICCA, its applicable management company, the state of Rhode Island, their officers, officials, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of Service Provider, premises owned or used by the Service Provider.
- ii. The Service Provider's insurance coverage shall be primary insurance as respects RICCA, its applicable management company, the state of Rhode Island, their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by RICCA, its applicable management company, the State of Rhode Island, their officers, officials, employees, or volunteers shall be in excess of the Service Provider's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to RICCA, its applicable management company, the State of Rhode Island, their officers, officials, employees, or volunteers.
- iv. The Service Provider's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to RICCA. Current certification of such insurance shall be always kept on file during the term of this agreement with RICCA.

3.3 Workers' Compensation. In addition to these policies, the Service Provider shall have and maintain Workers' Compensation insurance as required by Rhode Island law and shall provide evidence of such policy to RICCA before beginning services under this Agreement. Further, Service Provider shall ensure that all subcontractors employed by Service Provider provide the required Workers' Compensation insurance for their respective employees.

3.4 Indemnification. The Service Provider shall save, keep, hold harmless and indemnify and defend RICCA its elected and appointed officials, employees, and agents from all damages, liabilities, penalties, costs, or expenses in law or equity, arising out of performance of this contract by Service Provider, its employees, subcontractors, or agents.

IV. GENERAL TERMS

4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by, and construed to the laws of the State of Rhode Island.

4.3 Termination of Agreement. RICCA shall have the right to terminate this agreement with or without cause by giving not less than 30 days written notice of termination. In the event of termination, the Service Provider shall deliver to RICCA all plans, files, documents, reports, performed to date by the Service Provider. In the event of such termination, RICCA shall pay Service Provider an amount that bears the same ratio to the maximum contract price as the work delivered to RICCA bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted considering the particular facts and circumstances involved in such termination.

4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by RICCA and the Service Provider.

4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

RICCA Attn: RICCA
One LaSalle Square
Providence, RI
02903

Service Provider
Attn:
Address
City, ST, ZIP

or personally delivered to Service Provider to such address or such other address as Service Provider designates in writing to RICCA.

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between RICCA and Service Provider. No terms, conditions, understandings, or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, RICCA and Service Provider have executed this Agreement.

RICCA by:

Daniel McConaghy, RICCA

Service Provider, by:

Title

ATTACHMENT E – Insurance Requirements Insurance Requirements

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

CERTIFICATE HOLDER

Rhode Island Convention Center Authority, One LaSalle Square, Providence, RI 02903

DESCRIPTION OF OPERATIONS

RICCA, its applicable management company, the State of Rhode Island, their officers, officials, employees, and volunteers are named Additional Insured under this policy, as per attached endorsement as respects all operations of the Named Insured on a primary and non-contributory basis.

ENDORSEMENT - SEPARATE ENDORSEMENT FOR REQUIRED ADDITIONAL INSURED

Must include policy number, date, insured, agency, and code.

NAME OF PERSON OR ORGANIZATION

It is hereby agreed that RICCA, its applicable management company, the state of Rhode Island their officers, officials, employees and volunteers are named as additional insured under this policy.

PRIMARY WORDING

The primary wording is usually located on the endorsement but is sometimes found in the description box on the certificate. It must be located somewhere in the insurance documents and must say something like the following: "The insurance coverage extended under this endorsement is PRIMARY and will not seek contribution from another insurance available to the organization or persons shown in the schedule. RICCA will not be responsible for providing insurance for indemnification or defense of the contractor/developer as part of this project/contract."

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Samples of acceptable language and forms are attached.

DATE (MM/DD/YYYY)

DATE

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (name/address)	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Vendor Name (should match name on agreement) Address	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 60073494

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		#	DATE	DATE	EACH OCCURRENCE \$ 1,000,000 /match DAMAGE TO RENTED PREMISES (Ea occurrence) \$ contract language MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			#	DATE	DATE	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000/ match BODILY INJURY (Per person) \$ contract language BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	#	DATE	DATE	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			# if applicable	DATE	DATE	\$ amount

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

It is agreed that the RICCA, its applicable management company and the State of Rhode Island, its officers, officials, employees and volunteers are named as an additional insured on a primary & non-contributory basis with regard to general liability per attached forms. Separation of insured applies to general liability per attached form. Notice of cancellation will be provided on general liability, auto liability, workers compensation and professional liability per attached forms.

CERTIFICATE HOLDER**CANCELLATION**

Rhode Island Convention Center Authority
One LaSalle Square
Providence, RI 02903

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

name/signature

©

**ATTACHMENT G – Cost
Proposal COST PROPOSAL SHEET**

<u>Description of Tasks</u>	<u>Lump Sum Fee*</u> (Not to exceed)
1) Cloud based payment system including system configuration, testing, training and go-live	_____
2) Marketing and Materials	_____
3) Annual Subscription and Support	_____
All Tasks Grand Total (Not to exceed)	_____
Customer Transaction Fee (Charge per transaction by customer)	_____

Submit Standard Rate Sheet or Complete Section Below for Non-Scope Time and Materials Work

Principal
Hourly Rate: _____

Overtime Rate: _____

Associate
Hourly Rate: _____

Overtime Rate: _____

Other (Specify) _____

Hourly Rate: _____

Overtime Rate: _____

Submitted by:
Company Name: _____

Signature/(Title): _____ / _____ Date: _____

Print Name: _____