



## *The City of Burlingame*

PUBLIC WORKS DEPARTMENT  
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CITY HALL - 501 PRIMROSE ROAD  
BURLINGAME, CALIFORNIA 94010-3997

CORPORATION YARD  
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October 5, 2018

### **REQUEST FOR PROPOSAL FOR MOBILE/SMARTPHONE PAYMENT APPLICATION FOR SMART PARKING METERS**

The City of Burlingame (City) is seeking proposals from qualified vendor to provide mobile/smartphone payment application services for metered parking within the City. Services and proposal requirements are as detailed in this Request for Proposal (RFP).

Proposal must be submitted to the Public Works Engineering Office, Attention: Lisha Mai, Associate Engineer, City of Burlingame, 501 Primrose Road, Burlingame, CA 94010 by 4:00 p.m., Tuesday, November 6, 2018.

#### **1. BACKGROUND**

The City of Burlingame is a thriving suburban city of approximately 28,000 people in San Mateo County, California. It is located on the San Francisco Peninsula with hotels along the San Francisco Bayfront. The City is a significant vacation spot for people wishing to visit the San Francisco Bay Area. Its two main downtown areas, Broadway and Downtown Burlingame Avenue, has approximately 1,600 metered on-street parking spaces and parking lot spaces.

In 2017, the City completed Phase 1 and 2 of the Downtown Smart Parking Meter project, replacing a total 790 coin operated parking meters with new single-space smart parking meters provided by IPS Group.

#### **2. OVERVIEW OF PROJECT**

As part of the City's long term plan in exploring options to help its residents, visitors, and businesses efficiently manage parking concerns, the City wishes to provide its residents and visitors with the latest technology in mobile payment options. The City is seeking proposals to provide mobile/smartphone application technology as a payment method for the 790 smart parking meters. All proposals must respond to the entire RFP. Any proposals received by the City that are not complete will not be considered.

#### **3. SCOPE OF SERVICES AND PRODUCT REQUIREMENTS**

The purpose of this RFP is to seek proposals for the implementation of a mobile/smartphone payment method. The intent of this RFP is to add pay by mobile/smartphone to approximately 790 IPS single-space smart parking meters. The proposal shall include implementation and operation of a pay by mobile/smartphone services in compliance with the following minimum requirements listed herein.

### Minimum Required Operating System Attributes

- a. Implement and operate a pay by mobile/smartphone payment system and application whereby a customer of the City can:
  - Initiate parking transaction between the hours of 8:00 A.M. and 6:00 P.M., Monday to Saturday using mobile/smartphone service through any cellular phone operating system in the United States;
  - Create, maintain and modify as needed a website and mobile application base customer account which will allow a real-time parking transaction to be authorized by the customer for payment; and
  - In real-time, verify payment of a parking transaction with their personal on-line bank or consumer credit card account.
  - Have the option to allow for real-time data exchange between the system and meter display. For example, once paid using app, the meter interface displays the paid status and time.
- b. Supply all necessary software, hardware and interface facilities to integrate the pay by mobile/smartphone system with IPS Group smart parking meters. See IPS Group Smart Parking Meters below.
- c. Allows rates and schedules to be programmed and reprogrammed in a flexible manner, in real time and without any system downtime. The System must communicate real-time paid status and parking details information to our existing and future parking management systems.
- d. Pay By Mobile/Smartphone Application must:
  - Function on iOS and Android Platform and internet browser optimized for mobile;
  - Integrate with wearables such as smart watches;
  - Allow customer to create a secure MPP account for their exclusive use; and
  - Allow options for payment, including Visa, MasterCard, Amex, Discover, Android Pay, and Apple Pay.
- e. System Setting:
  - Utilize City's meter number structure;
  - Allow the City to set special event and Holiday rates;
  - Allow the City to set meter use time limits and time extension restrictions for enforcement;
  - Allow City staff to add/remove parking spaces in the system;
  - No pay by mobile/smartphone system shall be un-operational for more than four (4) hours on any given day due data system failure;
  - The qualified vendor shall make initial response to complaints and requests by the City within the first eight (8) hours of the request; and
- f. Additional Requirements:
  - PCI-DSS Level 1 compliant;
  - 24 hour, 7 days a week, 365 days a year responsive customer support for parking operators and end users in English or Spanish;
  - SLA 99.9% uptime; and
  - Open API for easy integration with third-party enforcement solutions.

g. Implementation of system within sixty (60) calendar days of date of Notice to Proceed letter.

Customer Service Requirements

Drivers located at a point of service parking space or in transit to a parking space shall have the ability to:

- 24-hour real-time data access, review of payment history and monitoring.
- Start and/or extend a parking transaction via IVR, SMS and website;
- Be altered prior to a parking session expiring via text message or other mobile application notification;
- Create an account by phone or over the internet;
- Add multiple license plates to an account;
- Sign up for an account and park immediately at the point of purchase at any time using a cell phone;
- Receive email receipts of parking transactions;
- Use any other telephone than a primary cell phone to start a transaction;
- Park without the display of any decal, windshield, window sticker etc;
- Modify all account settings via IVR, SMS, or the website; and
- Review payment history/real time monitoring.

IPS Group Smart Parking Meters

It is the responsibility of the proposing vendor to contact IPS Group (IPS) and verify with IPS, including but not limited to, all required hardware and software needed for system integration and implementation of the pay by mobile/smart phone system with IPS smart parking meter system for the City of Burlingame.

Training

Provide training to City staff and shall take place one (1) month prior to scheduled implementation.

Training shall also be provide within one (1) month of any changes to software/program changes or updates.

Additional Consideration

The City desires to choose a system that is simple and easy to use and charges a reasonable or no convenience fee for services offered, cover processing and bank transactions costs on mobile payment transactions which enables the City to retrieve full regular parking fees with minimal new cost. The City desires that total service costs be kept as low as possible for both the City and our customers.

**4. PROJECT SCHEDULE**

Proposals Due	November 6, 2018
Proposal Review	November 7-21, 2018
Presentation to City Council and Consultant Selection	December 3, 2018
Award of Contract by City Council	January 7, 2019
Notice to Proceed	February 2019

Project Completion	April 2019
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The dates shown above are *tentative*. Proposing vendor shall state in the proposal its commitment to the project schedule outlined above (including project staffing resources). The vendor may include in the proposal, an alternative project schedule for deliverables. It is at the City's full discretion to review the proposed alternate schedule and decide whether to accept or reject for any reason.

## 5. PROPOSAL SUBMITTAL

The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget. The proposal should be brief and concise and must include the following components:

- a. Proposal Summary
  - Highlight key features and distinguishing points of the Proposal.
- b. Profile of Proposing Vendor
  - Brief description of the proposing vendor's size as well as the proposal local organization structure;
  - Include a discussion of the vendor's financial stability, capacity and resources; and
  - List any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the vendor 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.
- c. Qualification of the Vendor and References
  - Brief description of the vendor's qualification and previous experience on similar or related projects; and
  - Provide list of pertinent project experience with other public municipalities that include a summary of the work performed, total cost, percentage of work the vendor was responsible for, period over which the work was completed, and name, title, and contact information of the clients' to be contacted for references.
- d. Work Plan or Proposal
  - This section shall establish the vendor's understanding of the City's objectives and work requirements and the vendor's ability to satisfy those objectives and requirements;
  - Outline all required hardware and software;
  - Describe system set-up, maintenance and implementation process;
  - Provide examples of signage and marketing activities typically used for the system deployment/launch; and
  - Provide detailed timeline for the project including but not limited to project set-up, planning, and configuration of technology, production, testing, training, and marketing.
- e. Proposed Innovations (Optional)
  - Discuss any ideas, innovative approaches, or specific new concepts that would provide benefit to the City.

f. Project Staffing

- List key project team members. Provide name, title and specific responsibilities on the project;
- Organization chart for the project team and resumes for the key vendor personnel; and
- Provide a representative with knowledge of the system in the event a customer or other person presents a challenge to a ticket or to the system.

g. Proposal Exceptions

- Discuss any exceptions or requested changes that vendor has to the City's RFP conditions, requirements and sample contract. If there are no exceptions noted, it is assumed the vendor will accept all conditions and requirements identified in the RFP.

h. Proposal Cost Sheet and Rates

A cost proposal for the work shall be submitted separately within a sealed envelope, plainly marked, and shall include the following:

- A spreadsheet which shows in detail, the number of hours by task for each project personnel. Provide on the same spreadsheet the total number of hours for each task (row total) and total hours for each project personnel (column total). Identify all project personnel. In the same spreadsheet, show the dollar cost per task for each staff project personnel proposed for the project. The format shall indicate the total dollar cost for each task (row total) and the total dollar cost for each staff project personnel (column total), and the total not-to-exceed fee for the project. The spreadsheet shall also include, in a similar format, lump sum costs for proposed subcontractor work.
- The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Provision of this information assists the City in determining the vendor's understanding of the project, and provides staff with tools to negotiate the cost;
- Include the proposed costs to provide the services desired. Include any other cost and price information. The hourly rates may be used for pricing the cost of additional services outlined in the Scope of Work;
- Fees paid to consultant will be on a time and materials basis as justified by "percent of work completed" up to the negotiated maximum amount per signed contract. Any extra work deemed necessary by the consultant must be pre-approved and authorized by the City in writing. No payment will be made on any unauthorized work performed by the consultant or sub-consultants;
- The City does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

Proposal Submittal

Submit one (1) hard copy proposal and one (1) digital copy to:

Lisha Mai, Associate Engineer  
Public Works Department  
City of Burlingame  
501 Primrose Road  
Burlingame, CA 94010

## **6. CONTRACT AGREEMENT**

The Contractor shall state in the proposal his or her willingness to accept the terms and conditions in the Contract Agreement for Contract Services. A sample agreement is provided in Attachment B of this RFP. This is the City's standard agreement and the consultant shall list any items which cannot be met and the alternative suggested wording if necessary to ensure proper agreement terms.

### **Insurance Requirements**

The selected Consultant shall be required to furnish and maintain, at a minimum, all of the insurance requirements outlined in Attachment B.

### **Business License**

Before a contract pursuant to this RFP is signed, the vendor must hold all necessary, applicable business and professional licenses, including, but not limited to, a City of Burlingame Business License. The City may require any or all vendors to submit evidence of proper licensure.

## **7. AWARD OR REJECTION OF PROPOSAL**

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

- Negotiate and/or reject any or all parts of the proposal;
- Remedy technical errors in the RFP process;
- Issue subsequent Request for Proposals;
- Postpone award of contract for its own convenience;
- Enter into an agreement with another proposer in the event vendor defaults or fails to execute an agreement with the City.

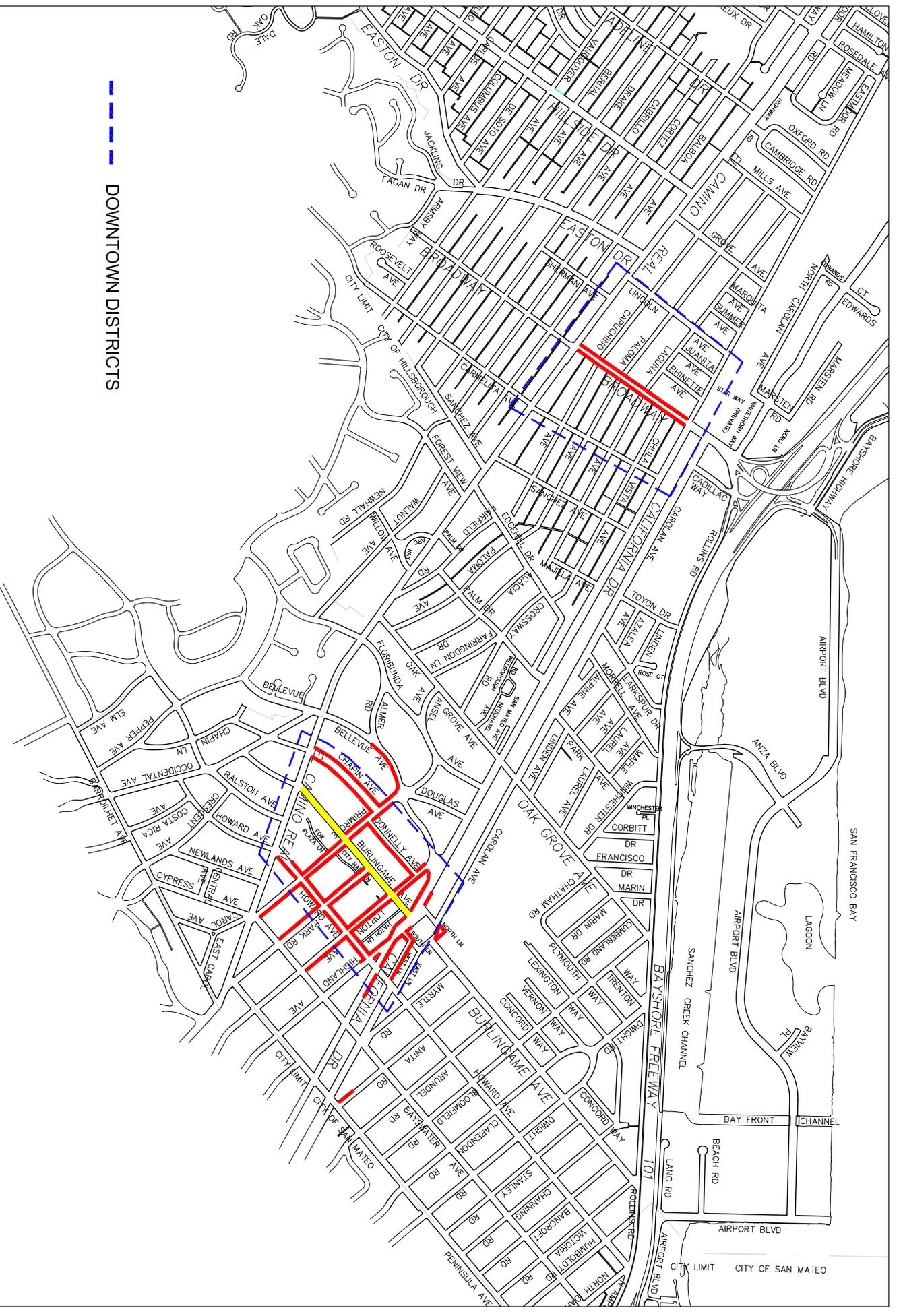
Once the contract has been awarded, vendor has fifteen (15) working days to produce a signed contract, and all required insurance and endorsements.

For questions and additional information about this Request for Proposal, please call 650-558-7239.

Sincerely,

Lisha Mai  
Associate Engineer

Enclosed:      Attachment A – Location Map  
                    Attachment B – Sample Professional Service Agreement



--- DOWNTOWN DISTRICTS

Attachment A  
 LOCATION MAP

**AGREEMENT TO PROVIDE  
[ \_\_\_\_\_ ] SERVICES  
TO THE CITY OF BURLINGAME**

**THIS AGREEMENT** is made and entered into in the City of Burlingame, County of San Mateo, State of California, by and between the City of Burlingame, a municipal corporation [hereinafter City], and \_\_\_\_\_ [hereinafter Contractor], as of the \_\_\_\_ day of \_\_\_\_\_.

**RECITALS**

- (A) City wishes to establish a contractual relationship with Contractor to provide services for [enter description]; and
- (B) City has outlined the scope of services required for this agreement in Exhibit A.
- (C) City has qualified Contractor for providing these services and materials as to insurance and other provisions as specified in this Agreement; and
- (D) Contractor represents that it is a qualified and competent supplier of the services and items to be purchased under this Agreement.

**IT IS AGREED AS FOLLOWS:**

1. Scope of Services. The Contractor shall provide the following services:
  - (A) As requested by the City, to provide [Description of Services]
2. Time of Performance. The services of the Contractor are to be available upon the execution of this Agreement until \_\_\_\_\_.
3. Request for Services. City will request services pursuant to this Agreement and the Contractor and the City shall execute a purchase order specifying the nature and cost of the services to be provided for that specific request. Contractor shall acknowledge receipt and acceptance of the requested materials and/or services by signing a copy of the purchase order and returning it to the City within ten (10) days unless directed to reply sooner.
4. Nonexclusivity. Nothing contained in this Agreement shall be construed or interpreted as giving the Contractor any exclusive right or priority to provide any or all of the services described in this Agreement, and the City shall remain free to use its own forces or any other person to provide some or all of those services as the City may in its sole discretion determine best meets the City's needs and wishes.
5. Compliance with Laws. The Contractor shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Contractor represents and warrants to City that it has all licenses, permits, qualifications and

approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to perform the services requested under this Agreement. If providing services in the City, **Contractor shall maintain a City business license pursuant to the City Municipal Code.**

6. Sole Responsibility. Contractor shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
7. Cost of Services and Materials. Pricing for those services shall be in conformance with the price listing contained in Exhibit A attached hereto [or shall be specified in the purchase order and attachments to the purchase order for the specific services and materials requested by the City]. In no event shall purchases under this Agreement exceed a total of \_\_\_\_\_ and NO/100 (\$\_\_\_\_\_).
8. Information/Report Handling. All documents furnished to Contractor by the City and all reports and supportive data prepared by the Contractor under this Agreement are the City's property and shall be delivered to the City upon the completion of Contractor's services or at the City's written request. All reports, information, data, and exhibits prepared or assembled by Contractor in connection with the performance of its services pursuant to this Agreement are confidential until released by the City to the public, and the Contractor shall not make any of the documents or information available to any individual or organization not employed by the Contractor or the City without the written consent of the City before such release.
9. Availability of Records. Contractor shall maintain the records supporting this billing for not less than three (3) years following completion of the work under this Agreement. Contractor shall make these records available to authorized personnel of the City at the Contractor's offices during business hours upon written request of the City.
10. Project Managers. The designated Project Manager for the City is [name and title] who shall represent the City on all matters hereunder.
11. Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To City:            Name, title  
                          Department/Entity  
                          Street number and name  
                          City, state, zip

To Contractor:    Name, title  
                          Department/Entity  
                          Street number and name  
                          City, state, zip

Phone number

or personally delivered to Contractor to such address or such other address as Contractor designates in writing to City.

12. Independent Contractor. It is understood that the Contractor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the City. As an independent contractor, neither Contractor nor any of its officers or employees shall obtain any rights to retirement benefits or other benefits which accrue to City employee(s). With prior written consent, the Contractor 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.
13. Nondiscrimination. Contractor warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Contractor does not and shall not 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 pursuant to the California Fair Employment & Housing Act. In performing services under this Agreement, Contractor shall not discriminate against any applicant or designer on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition.
14. Insurance. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's pricing. See Exhibit D.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- i. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 04 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be \$2,000,000.
- ii. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- iii. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- iv. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

C. Other Insurance Provision

The policies are to contain, or be endorsed to contain the following provisions:

i. General Liability and Automobile Liability Coverages

a. The City of Burlingame, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Burlingame, its officers, officials, employees, or volunteers. The endorsement providing this additional insured coverage shall be equal to or broader than ISO Form CG 20 10 11 85 and must cover joint negligence, completed operations, and the acts of subcontractors.

b. The Contractor's insurance coverage shall be primary insurance as respects the City of Burlingame, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Burlingame, its officers, officials, employees, or volunteers shall be excess of the Contractor's Insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Burlingame, its officers, officials, employees, or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ii. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City of Burlingame, its officers, officials, employees, or volunteers for losses arising from work performed by the Contractor for the City of Burlingame.

iii. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the City of Burlingame.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-:VII and authorized to do business in the State of California.

E. Verification of Coverage

Upon execution of this Agreement, Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

F. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

15. Indemnification. The Contractor shall save, keep and hold harmless indemnify and defend the City its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Contractor, or any of the Contractor's officers, employees, or agents or any subcontractor. This provision shall not apply if the damage or injury is proximately caused by the gross or active negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

16. Prevailing Wages. Unless otherwise authorized in writing by the City, Contractor shall comply with Labor Code Sections 1774 and 1775. The current schedule of prevailing wage rates supplied by the State Department of Industrial Relations can be found at [www.dir.ca.gov/OPRL/PWD/index.htm](http://www.dir.ca.gov/OPRL/PWD/index.htm) or by writing to the Department of Labor Relations. The City shall not supply copies of this schedule for posting on the job site unless specifically requested to do so by the Contractor. If the Contractor intends to use a craft or classification not shown on the general prevailing wage determinations, it may be required to pay the wage rate of the craft or classification most closely related to it as shown in the general determinations effective at the time of the purchase order. If the Contractor intends to use a craft or classification not shown, it shall notify the City at least five (5) working days before the execution of the purchase order. It is the Contractor's obligation to ensure that prevailing wages are paid on this project in conformance with State law and regulations.
17. Time of the Essence. Prompt delivery of the services and materials is essential to this Agreement. The Contractor shall begin work within ten (10) days of the date requested in writing to begin work. Failure to begin work will result in awarding the bid to another bidder.
18. Termination.  
  
Upon fifteen (15) calendar days written notice to Contractor, City may, with or without cause and without prejudice to any other right or remedy of City, terminate the Contract for City's convenience. In such case, Contractor will be paid for (1) work satisfactorily completed prior the effective date of such termination, (2) furnishing of labor, equipment, and materials in accordance with the Contract Documents in connection with uncompleted work, (3) reasonable expenses directly attributable to termination, and (4) fair and reasonable compensation for associated overhead and profit. No payment will be made on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.
19. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of the Agreement.
20. Modifications. No modification, waiver, termination, or amendment to this Agreement is effective unless made in writing signed by the City and the Contractor.
21. Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
22. Entire Agreement. This Agreement sets forth the entire understanding between the parties.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date of \_\_\_\_\_.

**City of Burlingame**

**Contractor Name**

By \_\_\_\_\_  
Director of Public Works

\_\_\_\_\_  
Signature  
Print Name:  
Title:

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney