



C o u n t y o f S a n L u i s O b i s p o

GENERAL SERVICES AGENCY

Janette D. Pell, Director

Helen McCann, Department Administrator

REQUEST FOR PROPOSAL (RFP) PS-1129

Airport Parking Kiosks

Date Issued: June 2, 2011

The County of San Luis Obispo (hereafter, County) is currently soliciting proposals from qualified Vendors to provide twelve (12) parking kiosks for the San Luis Obispo County Regional Airport parking lot.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any informality in any proposal or in the Request for Proposal process, as long as in the judgment of the County such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit six (6) hard copies and one (1) electronic copy (on CD or DVD) of your proposal by **3:00 p.m. Pacific Standard Time on Wednesday July 6, 2011** to:

County of San Luis Obispo
Phill Haley, General Services Agency - Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

Electronic copies shall be submitted on CD-ROM in Microsoft Word 2003 and Adobe PDF file formats; proposed project plans shall be submitted in Microsoft Project 2003 or Excel 2003 and Adobe PDF file formats.

If you have any questions about the proposal process, please contact me, **Phill Haley, Buyer, at (805) 781-5904**. All other questions pertaining to the content of the proposal must be made in writing via e-mail to Creed Bruce, Project Coordinator, at: cbruce@co.slo.ca.us with "**Airport Parking Kiosks**" in the subject line of the message. All questions will receive a response within two business days. The question and its response will be posted (anonymously) on the San Luis Obispo County RFP Internet site: <http://www.slocounty.ca.gov/it/AirportParkingKioskRFP.htm>. The County reserves the right to determine the appropriateness of comments/questions that will be posted on the website.



Phill Haley

Buyer – General Services Agency – Purchasing
phaley@co.slo.ca.us



**REQUEST FOR PROPOSAL
1129**

Airport Parking Kiosks

TABLE OF CONTENTS

1	GENERAL INFORMATION	4
1.1	PURPOSE OF THIS REQUEST FOR PROPOSAL	4
1.2	DESIRED RESULTS	4
1.3	SUMMARY SCOPE OF WORK	5
1.4	BACKGROUND INFORMATION	6
1.5	TERMINOLOGY	9
2	LOCAL VENDOR PREFERENCE	11
3	GENERAL INSTRUCTIONS	13
3.1	TENTATIVE SCHEDULE OF EVENTS	15
3.2	WRITTEN QUESTIONS AND ADDENDUM	15
3.3	VENDOR SELECTION PROCESS	16
3.4	EVALUATION AND VENDOR NOTIFICATION	17
3.5	NEGOTIATIONS	18
4	EXCEPTIONS TO THE RFP	19
5	PROPOSAL SUBMISSION CONTENTS AND FORMAT	19
5.1	TITLE PAGE - PROJECT TITLE	20
5.2	TITLE PAGE - APPLICANT OR FIRM NAME	20
5.3	SECTION 1 - EXECUTIVE SUMMARY	20
5.4	SECTION 2 - STATEMENT OF COMMITMENT	20
5.5	SECTION 3 - LOCAL VENDOR PREFERENCE QUESTIONNAIRE	20
5.6	SECTION 4 - COMPANY BACKGROUND	20
5.7	SECTION 5 – REQUIREMENTS RESPONSE FORM	22
5.8	SECTION 6 - IMPLEMENTATION, TESTING, AND ON-GOING SUPPORT	22
5.9	SECTION 7 - VALUE ADDED SERVICES/ ALTERNATIVES (OPTIONAL)	24
5.10	SECTION 8 - COST PROPOSAL	24
5.11	SECTION 9 – LICENSE AGREEMENT	26
5.12	SECTION 10 - EXCEPTIONS TO THE RFP	26
5.13	SECTION 11 - VENDOR MATERIAL AND ADDITIONAL INFORMATION (OPTIONAL)	26
	APPENDIX A — SAMPLE COUNTY CONTRACT	27
	EXHIBIT A – GENERAL CONDITIONS	31
	EXHIBIT B – SPECIAL CONDITIONS	40
	EXHIBIT C – STATEMENT OF WORK	45
	EXHIBIT D – COMPENSATION	46



REQUEST FOR PROPOSAL # 1129

Airport Parking Kiosks

1 GENERAL INFORMATION

1.1 PURPOSE OF THIS REQUEST FOR PROPOSAL

The County of San Luis Obispo (hereafter, County) is currently soliciting proposals from qualified Vendors to provide twelve (12) parking kiosks at the County Airport. The free standing parking kiosks will be used to pay for both long term and short term daily and hourly parking by both visitors and those flying out of and into the airport.

The purpose of this Request for Proposals (RFP) is to establish a contract with a Vendor to provide the twelve (12) kiosks, including installation, configuration, training, support and maintenance for three (3) years, with an option to extend the support and maintenance for the useful lifetime of the product.

The County is seeking a Vendor to provide twelve (12) parking kiosks, to satisfy at minimum the following needs. The kiosks will:

- A. Contain their own continuous energy source, such as solar power, to meet all the energy needs of the unit, and will require no additional power infrastructure.
- B. Calculate and collect the correct fees, to allow the customer to complete the entire parking transaction at the kiosk.
- C. Accept credit and debit cards in addition to cash payments.
- D. Print receipts for use by the customer to place on the customer's vehicle dashboard as evidence of prepaid parking.
- E. If possible, interface with the payment processor Fidelity Information Services (FIS), now contracted for use by the County, for electronic payments.
- F. Be installed by the Vendor at strategic locations define by the County in Lots 1,2,4 and 5 at the County Airport, so a paying parking customer can walk to and process payments from the kiosk safely during both day and night times, with no attendant present.
- G. Communicate wirelessly to send and receive payment and kiosk configuration information.
- H. Be maintained and supported by the Vendor
- I. Be installed with appropriate foundational support to prevent theft and failure.
- J. Kiosk footings shall be installed per the manufacturer's written specifications and recommendations.

1.2 DESIRED RESULTS

The desired results the County would like to achieve through the use of these twelve (12) kiosks are as follows:



REQUEST FOR PROPOSAL # 1129

Airport Parking Kiosks

- Eliminate staff time necessary to handle and process the manually created permits currently used.
- Reduce the staff time necessary for cash handling by providing more payment methods.
- The parking industry asserts that the installation of automated units in place of a manual system will increase parking revenues.
- Increase customer satisfaction through the use of debit/credit cards to pay parking fees instead of the cash and check restriction currently in place.

1.3 SUMMARY SCOPE OF WORK

The installation shall consist of Vendor's planning, organizing, configuration, testing, implementation establishing communication as needed for configuring and managing the kiosks by County, training County users and technical support staff on site in the use and operation of the kiosks and any associated software tools, and providing customer and technical electronic payment support, and maintenance upgrades. The selected Vendor(s) are required to offer: pre-sales support, warranty and maintenance services for both hardware and software, and technical support



REQUEST FOR PROPOSAL # 1129

Airport Parking Kiosks

1.4 BACKGROUND INFORMATION

1.4.1 THE COUNTY OF SAN LUIS OBISPO

Of the current 58 California counties, San Luis Obispo County is one of the original 11 counties established along with statehood in 1850. The county has over 3,300 square miles of land and a population of over 250,000 people. Employment is principally from tourism, agriculture, education, and local, county, and state government services. The County of San Luis Obispo has 22 departments and employs approximately 2,500 people.

County of San Luis Obispo Mission Statement:

The County's elected representatives and employees are committed to serve the community with pride and to enhance the economic, environmental, and social quality of life in San Luis Obispo County.

Additional information about the County can be accessed via the web at: www.slocounty.ca.gov.

1.4.2 COUNTY INFORMATION TECHNOLOGY ENVIRONMENT

County desktop and portable hardware is standardized on HP and Dell products. The County is currently using Windows XP, Windows Vista and Windows 7, for its desktop operating systems.

The standard productivity suite is Microsoft Office, with versions 2003/2007/2010 in use. Files are exchanged in version 2003 compatible format.

File and print services are provided by Microsoft file servers. Directory services are provided by Microsoft Active Directory.

Most departments use Windows Server 2003 or later, and/or Linux to host their business applications. Microsoft SQL Server 2005 and 2008 are the primary supported enterprise-level databases.

Several hundred virtual servers run on VMware ESX hosts on IBM BladeCenter hardware.

Networking is provided over County-owned fiber optic and leased data circuits that are supported through the centralized General Services Agency - Information Technology (GSA-IT) network group and provides services to approximately 120 remote locations throughout the County. The network group supports Channelized DS3, Point-to-Point, and Ethernet technologies. County-owned fiber is available geographically throughout the County which provides for gigabit connectivity to most workstations. Leased-line services are provided by local telecom contractors although the need for these services has been decreasing due to an increase in fiber availability.

Internet connectivity is provided via two local telecom contractors. Each Internet connection is 20Mbps. The County has redundant firewalls and provides for multiple restricted demilitarized zones (DMZs) to protect Internet facing servers and the secure County network.

Lotus Notes is the County standard e-mail and enterprise collaboration tool.



REQUEST FOR PROPOSAL # 1129

Airport Parking Kiosks

GSA-IT's Technical Support staff is available 7:30 AM until 5:00 PM, Monday through Friday to assist users with problems. Technical Support is also available after hours or on the weekend for certain critical applications, on an on-call basis.

The County supports a variety of enterprise and departmental applications. Most departments use applications that are:

1. Commercial Off-The-Shelf (COTS) Applications – applications supported by GSA-IT and/or distributed technical staff within County departments.
2. Custom PC Applications - Custom developed and supported by the County department and/or GSA-IT.
3. Custom Browser Based Applications – Custom developed and supported by the County department and/or GSA-IT.

1.4.3 COUNTY AIRPORT PARKING BACKGROUND

The current process for customers to pay for parking involves the use of permit envelopes that are collected by the customer at the parking lot entrances or in the terminal. The customer completes the permit, performs the computations for payment, inserts the payment in the envelope, then leaves the permit on the vehicle dashboard and deposits the payment envelope in the terminal building. The process does not provide for usage of credit or debit cards and requires the customer to have cash or check available. This process can be problematic for the customer as they are often not prepared to pay on arrival and would need to go to the terminal to access the ATM then return to their vehicle. Customers also frequently incorrectly calculate the fee and are subject to receiving a parking citation.

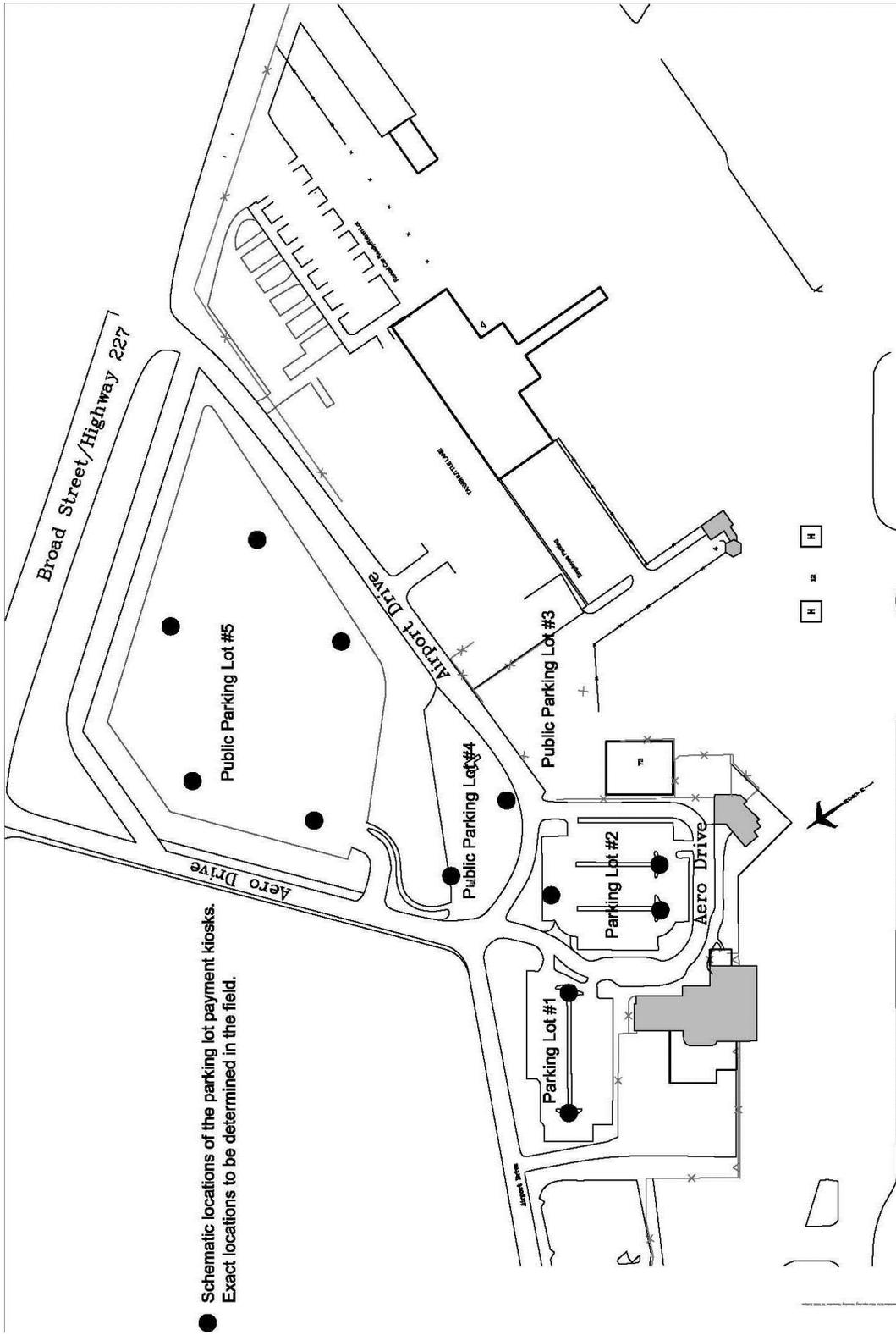
1.4.4 COUNTY AIRPORT PARKING MAP

The following is a map showing the County Airport parking areas where the twelve (12) free standing kiosk units will be located. The kiosks are to be distributed throughout Lots 1, 2, 4 and 5.



REQUEST FOR PROPOSAL
1129

Airport Parking Kiosks



1.5



REQUEST FOR PROPOSAL # 1129

Airport Parking Kiosks

TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Contract” or **“Agreement”** means an agreement for the procurement of items of tangible personal property or services.

“Contractor” means successful Vendor who enters into a binding contract.

“County” means the County of San Luis Obispo.

“Days” means calendar days, unless otherwise specified.

“Final Acceptance” Final Acceptance will be based upon the successful completion of unit and system tests, and the county’s confirmation that the system is complete and fully functional, that it meets all requirements specified in the contract, including performance, stress and reliability standards; that the Vendor has met all contractual obligations and training has been delivered.

“Finalist” is defined as a Vendor who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that Vendor for further consideration by the selection committee.

“Mandatory” The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Vendor’s proposal.

“Offer” or **“Proposal”** generally refers to the offer submitted in response to a solicitation, whether denominated as a request for proposal or otherwise.

“Request for Proposals” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Vendor” means a Vendor who submits a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production, or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

“Responsive Vendor” or **“Responsive Proposal”** means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity, or delivery requirements.

“Shall” The word “shall” is used to define a binding provision.

“Standard Report” refers to a predefined report that can be selected by the user from a list of existing reports. No customization is required, and it is part of the base system.



**REQUEST FOR PROPOSAL
1129**

Airport Parking Kiosks

“Vendor” similarly refers to the person, company, or other entity submitting the proposal that constitutes an offer capable of acceptance.



**REQUEST FOR PROPOSAL
1129**

Airport Parking Kiosks

2 LOCAL VENDOR PREFERENCE

The County has established a local Vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local Vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" Vendor preference will be approved as such when,

1. The Vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo;
2. The Vendor holds a valid business license issued by the County or a city within the County; and
3. The Vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal.

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local Vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" Vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

The form on the following page must be included in the proposal as defined by Section 5.5 of this RFP, Local Vendor Preference Questionnaire.



**REQUEST FOR PROPOSAL
1129**

Airport Parking Kiosks

	YES	NO
Do you claim local Vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____



REQUEST FOR PROPOSAL # 1129

Airport Parking Kiosks

3 GENERAL INSTRUCTIONS

Vendors should read the information contained herein carefully and submit a complete response to all requirements and questions as directed. Any questions concerning the content of the proposal should be sent via email to cbruce@co.slo.ca.us with “**Airport Parking Kiosk Project**” in the subject line of the message.

Vendor’s response to this Request for Proposal (RFP) will become part of the contract. Price quotations and other time dependent information contained in the response shall remain firm for a minimum of one-hundred and eighty days (180) following closing date for receipt of proposals.

All costs associated with the development of the Proposal, including Vendor presentations/demonstrations, travel, or any other costs or expenses incurred prior to awarding a contract, are at the expense of the Vendor and will not be reimbursed by the County.

The proposal should be prepared simply and economically, providing a straightforward, concise description of Vendor’s ability to meet the requirements of the RFP. Emphasis will be on completeness, clarity of content, responsiveness to the requirements, and an understanding of San Luis Obispo County’s needs as presented in the Request for Proposal (see Section 3.4, Vendor Selection Process). Vendor’s proposal should contain only information that directly responds to the RFP.

Proposals will remain in effect through the duration of the contract. In addition, all information presented in your proposal will be considered binding when a contract is developed (unless otherwise modified and agreed to by the County during subsequent negotiations).

The required written and electronic copies of the proposal must be submitted via US mail, recognized carrier, or hand delivered. Facsimile (“FAX”) proposals or E-mail proposals are not acceptable as a replacement for delivering the required written or electronic copies in response to this RFP.

An electronic copy of your proposal must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (.pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER.

Example: Your firm Acme Inc., is responding to RFP PS-#1101. Your Adobe Acrobat (.pdf) file would be named Acme 1101.pdf.

BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT VENDORS READ THE COUNTY INSURANCE REQUIREMENTS OUTLINED IN THE ATTACHED SAMPLE CONTRACT. The selected Vendor will be asked to provide evidence that County insurance requirements have been met. See Appendix A – Sample County Contract.

The Vendor shall provide, within five (5) days after the Notice of Award is issued, a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County. See Appendix A, Exhibit A, item 22, for details on insurance requirements.



**REQUEST FOR PROPOSAL
1129**

Airport Parking Kiosks

RFP responses and supporting documentation will become the property of San Luis Obispo County and will not be returned. San Luis Obispo County reserves the right to copy the materials for evaluation purposes.

The County reserves the right to reject any and all proposals if it determines that select proposals are not responsive to the RFP, or if the proposals themselves are judged not to be in the best interests of the County. The County reserves the right to negotiate with any or all Vendors regarding their proposals, and also reserves the right to select the firm representing their proposal, which in the judgment of the County, best accomplishes the desired results. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with firms at any time to gather additional information. Furthermore, the County reserves the right to delete or add terms up until the final contract signing, and will consider all costs and business terms to be negotiable and not artificially constrained by internal corporate policies.

San Luis Obispo County is under no obligation to award this project to the proposal that represents the lowest cost. Selection of a proposal will be based on the selection criteria described in Section 3.4, Vendor Selection Process. The County may also reject all proposals.

Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this RFP, if such requests are made after the contract is awarded to the successful Vendor. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)]. If any Vendor believes that information contained in its response to this RFP should be protected as a "trade secret or is proprietary/confidential, the Vendor should specifically identify the pages of the response that contain such information by properly marking the top of each applicable page and inserting a notice in the front of its response that is substantially similar to the following.

"The data on pages _____ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the Vendor's competitive position. The Vendor requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County of San Luis Obispo considers proper under the law."

If a contract is entered into with the Vendor, the County of San Luis Obispo shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law. **THE COUNTY WILL NOT HONOR ANY ATTEMPT BY A VENDOR TO DESIGNATE ITS ENTIRE RESPONSE AS PROPRIETARY AND/OR CONFIDENTIAL.** If there is any dispute, lawsuit, claim, or demand as to whether such information is exempt from disclosure under the Act, Vendor shall defend and indemnify the County arising out of such dispute, lawsuit, claim or demand.



**REQUEST FOR PROPOSAL
1129**

Airport Parking Kiosks

3.1 TENTATIVE SCHEDULE OF EVENTS

The following timetable is provided to assist Vendors. A description of these events follows later in this section. The timetable may be changed without notice at the sole discretion of the County at any time:

Table 1 — Tentative Schedule of Events

Date	Event
June 2, 2011	RFP release date
June 20, 2011	Deadline to submit written questions
July 6, 2011	Proposals due (3:00 p.m. Pacific Standard Time)
July 7 – July 22	Initial screening process
Week of August 8, 2011	Vendor interviews (finalists only)*
August 19, 2011	Screening process complete, including reference checks
August 26, 2011	Finalist recommendation approved by project steering committee
August 29 – Sept. 30, 2011	Notify finalist and negotiate contract
October 18, 2011	Award contract

***Note:** Vendor interviews are an integral part of the selection process. Vendors who cannot participate in onsite interviews during the dates identified by the County may be eliminated at the discretion of the County, and other Vendors advanced.

3.2 WRITTEN QUESTIONS AND ADDENDUM

Potential Vendors may submit additional written questions as to the intent or clarity of this RFP until June 16, 2011, at 5:00 P.M. PST as indicated in Table 1 – Tentative Schedule of Events. All written questions must be submitted to the County Project Coordinator by e-mail (See page 2 of this RFP for the email address) with the questions contained in the body of the email or in an attached Microsoft Word document. The County Project Coordinator will not respond to questions submitted in any other manner or format.

Additional written requests for clarification of distributed answers and/or addendums must be received by the County Project Coordinator no later than three (3) days after the answers and/or addendums are posted on the County's Purchasing webpage here:

<http://www.slocounty.ca.gov/it/AirportParkingKioskRFP.htm>.

Written responses to written questions and any RFP amendments will be listed on an Addendum which will be posted on the County's Purchasing webpage here:

http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm.

The County reserves the right to post addenda until the RFP closing date and time. It is the responsibility of Vendors to occasionally check for additional updates and addenda.



REQUEST FOR PROPOSAL # 1129

Airport Parking Kiosks

3.3 VENDOR SELECTION PROCESS

The County will evaluate proposals using the process and criteria described below. A summary of the evaluation process timeline is shown in *Table 1 — Tentative Schedule of Events*. Proposals that are late, that do not comply with proposal instructions or those that take exceptions to mandatory requirements will be eliminated without further consideration at the sole discretion of the County.

Proposals from Vendors who are on a State or Federal Disbarment list will not be considered. Vendors must meet all licensing requirements.

All other proposals conforming to RFP submittal requirements will be given a thorough and objective review based on the following criteria (not listed in order of importance):



**REQUEST FOR PROPOSAL
1129**

Airport Parking Kiosks

Table 2 — Vendor Evaluation Criteria

Description
Overall completeness, clarity of content, responsiveness, quality, attention to detail, and general understanding of RFP requirements. This includes an evaluation of proposal responses as detailed in Section 5, Proposal Submission Contents and Format.
References from clients that demonstrate completion of successful projects similar to that described in this RFP
Experience with local, state or federal government agencies
Project/program management skills, methodology, and experience with implementation, including information technology skills and capability.
An evaluation of company background – the County may request further information regarding the financial stability of the Vendor
A consideration of the value offered in the proposal including overall cost
Assessment of impact to the project based on any Vendor stated clarifications, exceptions or deviations in response to this RFP
An evaluation of Vendor meetings (finalists only, see 3.5 below)
Any other criteria the County deems to be appropriate

3.4 EVALUATION AND VENDOR NOTIFICATION

Once the RFP submission deadline has passed, proposals received shall be opened and considered per the process described below.

The County, through an impartial Vendor Selection Process using an approved County procedure, will thoroughly review and evaluate the responses to this RFP. The evaluations will be based upon, but not necessarily limited to, the criteria summarized in Table 2, Vendor Evaluation Criteria.

Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.

It is expected that the RFP evaluation process will result in the selection of a small number of final candidates (short list). Short-listed Vendors will be required to attend interviews with the Selection Committee for further assessment. The interviews will allow the Vendor to present and demonstrate their solutions, including all designated services and any related equipment and software, to the Selection Committee in accordance with instructions provided in a notification letter. There may be other County employees and management not directly involved in the formal evaluation process who attend these meetings. Failure to attend or comply with the meeting schedule, once arranged, may result in disqualification of the Vendor. Submission of a proposal does not guarantee the right to an interview.



REQUEST FOR PROPOSAL # 1129

Airport Parking Kiosks

Following the Vendor interviews, the Selection Committee will undergo a final evaluation process which will consider all documents, the interviews, the responses to this RFP, information gained while evaluating responses, and any other relevant information to make its determination. A recommendation will be made by the Selection Committee to the Project Steering Committee, including the Airport Manager, who will make the final decision.

Vendors will be notified in writing regarding their status upon contract award and signature by the Board of Supervisors. The County is under no obligation to explain why a Vendor was or was not selected as a finalist and the County reserves the right to go back and talk with any Vendor at any time.

The Selection Committee, at its sole discretion, may require a short list Vendor to coordinate and schedule a timely on-site visit by the Selection Committee to a site of another entity where the proposed solution(s) is in operation.

3.5 NEGOTIATIONS

Upon the conclusion of the evaluation process, the County may, at its sole option, reject any and all proposals for any reason, or enter into contract negotiations with the selected finalist.

Negotiations shall then be conducted with the selected Vendor. Should the County determine in its sole discretion that one Vendor is highly qualified, or that one Vendor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Vendor without any further evaluation. The County of San Luis Obispo is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous. The sample contract attached to this RFP as Appendix A is for reference to the anticipated terms and conditions governing the County and the successful Vendor. The County reserves the right, in its sole discretion, to add, delete, or negotiate additional terms and conditions to the attached sample contract.

During contract negotiations, the project team and selected Vendor, in conjunction with County Counsel, will finalize the statement of work, project plan and timeline, project costs, Terms and Conditions, etc. Upon successful completion of contract negotiations the contract will be presented to the County Board of Supervisors for approval and signature. If compensation, contract requirements, and contract documents cannot be agreed upon with the top-ranked Vendor, a written record stating the reasons thereof shall be placed in the County's file and the County will send a confirming notice to the Vendor of the termination of such negotiations.

Upon failure to negotiate a contract with the top-ranked Vendor, the County may enter into negotiations with the next highest ranked Vendor that best provides the services needed. If compensation, contract requirements, and contract documents can be agreed upon, then the contract shall be awarded to that Vendor. If negotiations fail, negotiations shall be terminated as described above and may be commenced with the next highest ranked Vendor.



REQUEST FOR PROPOSAL # 1129

Airport Parking Kiosks

4 EXCEPTIONS TO THE RFP

All information requested in this RFP must be supplied. All exceptions should be clearly identified in the proposal. Exceptions shall include the RFP section number, a written explanation of the scope of the exceptions, the ramifications of the exceptions for the County, and the description of the advantages and disadvantages to the County as a result of the exceptions. The County, at its sole discretion, may reject exceptions within the proposal.

5 PROPOSAL SUBMISSION CONTENTS AND FORMAT

Vendors are required to base their responses on the information provided in this RFP. Vendors are required to follow the format specified in this section of the RFP. Non-conformance to this designated format may be considered grounds for disqualifying proposals. Specifically:

- Vendors may copy and paste sections of this document to facilitate the creation of their responses
- Vendors shall provide clear, concise, and reasonable responses. Vendors must not postpone a response. "Vendor ABC would be happy to discuss this at a later time" is an example of a postponed response.
- Vendors' proposals must be consistent with the structure and terminology used in this RFP. Where provided, Vendors must use the file templates provided with the RFP and the prescribed format to submit its proposal. The County of San Luis Obispo reserves the right to reject any other format.
- Vendors must provide complete answers in response to all questions and statements where so indicated in the remainder of this Section.
- Vendors must respond to this RFP using the numbering scheme defined in this section for easy reference and evaluation. Numbering shall begin with section 1, indexed by the number corresponding to the item. For example, the statement of commitment will be numbered section 2, and contain three items. Where questions are contained in an Appendix, for example the Requirements Matrix (Appendix D), the answers must be included in the attachment and in the columns provided therein.
- Any responses not providing the number of copies specified and in the format specified within this document may be removed from consideration at the sole discretion of the County of San Luis Obispo.
- Any responses not received at the time, date, and location specified in the RFP cover letter will be removed from consideration at the sole discretion of the County of San Luis Obispo.
- Non-submission of any of the requested information, unless stated otherwise, may disqualify Vendor's proposal from further consideration by the County of San Luis Obispo.



**REQUEST FOR PROPOSAL
1129**

Airport Parking Kiosks

5.1 TITLE PAGE - PROJECT TITLE

5.2 TITLE PAGE - APPLICANT OR FIRM NAME

5.3 SECTION 1 - EXECUTIVE SUMMARY

Include an Executive Summary in your response. This part of the response should be limited to a brief narrative highlighting the Vendor's proposal, one or two pages in length. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. Please include any benefits your company may have over your competitors.

5.4 SECTION 2 - STATEMENT OF COMMITMENT

Vendors must include a letter signed by a representative authorized to commit the proposing entity in contractual matters which includes:

1. A statement that your company will perform the services, provide the equipment, and abide by the terms and conditions stated in the Request for Proposal and Vendor Response.
2. A statement that you agree to the Terms and Conditions specified in Appendix A – Sample County Contract.
3. A specification of who should be contacted in follow-up to your response along with their contact information.

5.5 SECTION 3 - LOCAL VENDOR PREFERENCE QUESTIONNAIRE

Vendors must complete this Local Vendor Preference Questionnaire and include it in their proposal. For a copy of this questionnaire, see Section 2 of this RFP, 'Local Vendor Preference'.

5.6 SECTION 4 - COMPANY BACKGROUND

5.6.1 SECTION 4A – COMPANY INFORMATION

The Vendor shall include in their proposal a statement of relevant experience. The Vendor should thoroughly describe, in the form of a narrative, its experience and success as well as the experience and success of subcontractors, if applicable in providing and/or supporting the proposed solution. In addition, Vendors are required to provide the following information:

1. Vendors shall provide the company name, business address, including headquarters and all local offices, and telephone numbers. Vendor shall provide the company web address.
2. Vendors shall provide a California street address, if a local office is available, and telephone number for purposes of Service of Process
3. Vendors shall provide a description of the Vendor's organization, including names of principals, number of employees, client base, areas of specialization and expertise, and



**REQUEST FOR PROPOSAL
1129**

Airport Parking Kiosks

any other information that will assist the Evaluation Committee in formulating an opinion about the stability and strength of the organization.

4. Vendors shall provide the name of the jurisdiction in which the Vendor is organized and the date of such organization.

5.6.2 SECTION 4B – COMPANY EXPERIENCE

1. Vendors shall provide a description of the depth of their experience implementing, installing configuring and supporting the proposed solution and an outline of the services they provide as part of this solution.
2. Vendors shall provide a discussion of the type and duration of the business relationship with the manufacturer(s) whose products are included in the proposed solution.
3. Vendor shall provide a list of products and their manufacturers to be used in the proposed solution.
4. Vendors shall indicate any offices or facilities located within the County of San Luis Obispo and the number of certified equipment technicians or technical personnel that substantially and directly enhances the Vendor's ability to perform the proposed service contract.

5.6.3 SECTION 4C – PRODUCT PROPOSAL, GENERAL INFORMATION

Vendors shall provide a description that answers the following:

1. How long has the proposed solution been in the marketplace?
2. How many California organizations are currently using the proposed solution?
3. What is the average size of the product customer base (number of users)?
4. What is the Vendor's average customer retention rate (%)?
5. What is the Vendor's average customer tenure (years)?
6. How often does the Vendor release upgrades?

5.6.4 SECTION 4D - PAST PERFORMANCE (REFERENCES)

The Vendor's proposal shall include three external references from different clients who are willing to validate the Vendor's past performance on similar projects. The minimum information that shall be provided for each client reference follows:

1. Name of the contact person;
2. Name of the company or governmental entity;
3. Address of the contact person;
4. Telephone number of contact person;
5. Email address of the contact person;
6. A description of the products and services provided and dates the products and services were provided.



**REQUEST FOR PROPOSAL
1129**

Airport Parking Kiosks

At least **ONE** of the references for the proposed system shall be from a site of comparable or larger size where the proposed system has been installed and is in current operation, and preferably from a California government entity. Vendors are encouraged to include additional references that they believe the selection committee would find helpful in thoroughly evaluating their past performance.

5.7 SECTION 5 – REQUIREMENTS RESPONSE FORM

The Vendor shall include in their proposal a printed copy of the completed Excel spreadsheet titled “Airport Parking Kiosk Requirements Response Form”. This can be located on the County website here:

http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm

Vendors should thoroughly respond to each requirement.

1. The Vendor responses to the requirements shall use the format provided. Explanatory details as necessary shall appear in the “Response” column or in a separate spreadsheet that references the requirement number. Vendors are encouraged to include diagrams or pre-published documents as appropriate.
2. The following answer key shall be used in responding to each requirement:
 - F = Fully Provided “Out-of-the-Box”
 - CU = Custom Development Required (requiring changes to source code)
 - R = Provided with Reporting Tool
 - NV = Provided in the Very Next Version (At no additional cost, if additional costs are required please state in the Response column.)
 - FV = Provided in a Future Version (At no additional cost, if additional costs are required please state in the Response column.)
 - CO = Configuration with Built-in Toolsets Required (no changes to source code)
 - TP = Third Party Software Required
 - NA = Not Available
3. Wherever applicable, Vendors are to demonstrate their knowledge of services required by this RFP in the responses provided on this form.

Vendors shall use one code only per requirement. Any requirement that is answered in any other way will be treated as non-responsive which may result disqualification of the Vendor’s proposal.

5.8 SECTION 6 - IMPLEMENTATION, TESTING, AND ON-GOING SUPPORT

Sub-sections 5.8.1 through 5.8.3 below shall be addressed in detail by Vendors in their responses to this RFP. These sections require Vendors to explain how they will work with the County on an on-going basis and how Vendors will address each of the specific requirements and/or questions outlined in these three sections.



**REQUEST FOR PROPOSAL
1129**

Airport Parking Kiosks

5.8.1 SECTION 6A - PROJECT IMPLEMENTATION PLAN AND PROJECT TEAM

1. Vendor shall include a sample implementation plan the Vendor recommends in order to implement the project requirements found in the 'Airport Parking Kiosk Requirements Response Form'. Vendor shall provide staffing and technology capabilities appropriate to specific project activities to fulfill project objectives. The County will provide technology support and end users to participate in project implementation. Vendors must indicate the resources and associated skill levels required from the County.
2. The plan shall include the following:
 - a. Task Level -The plan shall include all activities necessary for a successful project down to the task level. No task should exceed more than eighty hours in the work plan.
 - b. Identify All Resources - The plan shall clearly identify all Vendor (including subcontractors) and County resources required to successfully complete the project. The Vendor shall provide job descriptions and the number of personnel to be assigned to tasks supporting implementation of the project. Include the organization of the project team, including accountability and lines of authority.
 - c. Plan Progress Charts - The plan shall include appropriate progress/Gantt charts that reflect the proposed schedule and all major milestones. The sample project plan shall be submitted using Microsoft Office 2003-2007 Project or Excel.
3. Vendors shall describe services that are available to ensure successful implementation and ongoing utilization of the products and services offered by the Vendor: e.g. publicize the system to customers, organizing support infrastructure and processes, consulting on content set-up and management etc.
4. Vendors shall provide resumes and experience narratives for key personnel who will be working with the County for the implementation and ongoing support services to be provided by the Vendor, if awarded the contract. The experience narratives should include relationship with the Vendor, including job title and years of employment with the Vendor; role to be played in connection with the proposal; relevant certifications and experience.

5.8.2 SECTION 6B - ACCEPTANCE TEST PLAN

The Vendor's proposal shall include a sample acceptance test plan. Describe the acceptance test planning process for the implementation and operation stated in Section 5.8.1. The plan should document the acceptance testing approach, resources and/or tools that may be used to validate the functions and features of the proposed solution. Include an example test plan that is representative of the structure, content and level of detail planned for the proposed implementation.

5.8.3 SECTION 6C - ON-GOING SERVICE AND SUPPORT

The Vendor shall submit a copy of the equipment and software service and support agreement, if applicable. The Vendor shall provide the following information in its proposal:

1. Describe in detail the warranties provided by you or the manufacturer, both hardware and software for the technology proposed.



**REQUEST FOR PROPOSAL
1129**

Airport Parking Kiosks

2. Provide information on the coverage times, warranty period, covered services and replacement requirements, etc.
3. Describe the support and escalation process, including response times.
4. For major upgrades, describe how often upgrades are released, how upgrades are defined, developed, tested and released, how customers are notified and educated about the upgrade. Describe the decision process on how new features and functions get included in the product.
5. Will software upgrades, or other maintenance windows, impose a service disruption on the system? If so, discuss frequency and duration of the service disruptions.

5.9 SECTION 7 - VALUE ADDED SERVICES/ ALTERNATIVES (OPTIONAL)

Vendors are encouraged but not required to propose any optional value added services or alternatives they believe would help the using agency to effectively implement, operate or use the proposed system. Information provided in this section must be directly relevant to Airport Parking Kiosks, related software and systems and is not exceed two (2) pages in length.

5.10 SECTION 8 - COST PROPOSAL

Vendors shall complete the following table and submit it with their proposals. This table is also available posted on the Internet at the same location as this RFP at the following website:

http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm

The Proposal Cost Response Form has been provided electronically in an Excel spreadsheet file. Responses shall identify all costs including training of County staff as well as all other miscellaneous costs.

Cost Proposal (EXAMPLE)

DESCRIPTION		QTY	PRICE	TOTAL
Proposed Software Products (Vendor Owned)				
	Software Name (Description) Product A			
	Software Name (Description) Product B			
	Software Name (Description) Product C			
Total Proposed Software Products (Vendor Owned)				
Proposed Software Products (Third-Party Owned)				
	Software Name (Description) Product D			
	Software Name (Description) Product E			
	Software Name (Description) Product F			
Total Proposed Software Products (Third-party Owned)				
Proposed Hardware Systems				



**REQUEST FOR PROPOSAL
1129**

Airport Parking Kiosks

	Server Make/Model (Description)			
	Other hardware system description			
	Other hardware system description			
Total Proposed Hardware Systems				
Proposed Professional Services				
Installation services (include detailed construction costs for footings, etc)				
	Install service description			
	Install service description			
	Install service description			
Total Installation services				
Customization Services (such as custom report and software development)				
	Customization service description			
	Customization service description			
	Customization service description			
Total Customization Services				
Implementation services (such as configuration assistance, and specialized consulting)				
	Implementation service description			
	Implementation service description			
	Implementation service description			
Total Implementation Services				
Training services				
	Training service description			
	Training service description			
	Training service description			
Total Training Services				
Maintenance and Support Services (include the cost for a minimum of three years)				
	Maintenance and support service description			
	Maintenance and support service description			
	Maintenance and support service description			
Total Maintenance and Support Services				
Total Professional Services				
Expenses				
	Reimbursable Expenses (Note: all travel should be built into your quotes for services above.)			
	Insurance Fee to Comply with County General Conditions			
Total Expenses				



**REQUEST FOR PROPOSAL
1129**

Airport Parking Kiosks

	County will be responsible for all taxes (including sales, use, property, excise, value added and gross receipts but not including taxes based on Contractor's income), import duties and fees and charges of any kind levied or imposed by any federal, provincial, state or local governmental entity in connection with any services or software provided by Contractor to County.			
	TOTAL COST PROPOSAL			

5.11 SECTION 9 – LICENSE AGREEMENT

The Vendor shall submit a non-proprietary representative license agreement for use of the proposed system, if applicable. The license agreement shall not limit the number of County users, shall include all department and agencies within the County as users.

5.12 SECTION 10 - EXCEPTIONS TO THE RFP

Review the exceptions notes in Section 4 then list and explain any exceptions you have to this RFP.

5.13 SECTION 11 - VENDOR MATERIAL AND ADDITIONAL INFORMATION (OPTIONAL)

Use this section to include any other information you would like the County of San Luis Obispo to take into consideration when evaluating your proposal (e.g. alternate solutions, white papers, testimonials, etc.)



REQUEST FOR PROPOSAL
1129

Airport Parking Kiosks

APPENDIX A — SAMPLE COUNTY CONTRACT

CONTRACT FOR INFORMATION TECHNOLOGY SERVICES

THIS CONTRACT FOR INFORMATION TECHNOLOGY SERVICES (“Contract”) is made and entered into by and between the County of San Luis Obispo (“County” or “Licensee”), a public entity in the State of California, and [VENDOR_NAME], a [STATE] Corporation (“Vendor” or “Contractor”).

WITNESSETH:

WHEREAS, County is in need of [define services required]; and

WHEREAS, Contractor has different skills and products than can be produced by County civil service employees; and

WHEREAS, in accordance with Government Code 31000 special administrative services may be contracted;

WHEREAS, the purpose of this contract is to provide [describe overall objective of the RFP];

NOW THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties hereby agree that Contractor shall perform the services described herein for the compensation set forth herein, subject to the terms and conditions set forth herein.

1. General Conditions – The parties agree to the general conditions described in Exhibit A “General Conditions”, attached hereto and incorporated herein by reference as if set forth in full at this point.
2. Special Conditions – The parties agree to the special conditions described in Exhibit B “Special Conditions” (if any), attached hereto and incorporated herein by reference as if set forth in full at this point.
3. Professional Services – Contractor agree to perform professional services and the parties agree to the terms and conditions related to said professional services in Exhibit C “Statement of Work”, attached hereto and incorporated herein by reference as if set forth in full at this point.



**REQUEST FOR PROPOSAL
1129**

Airport Parking Kiosks

CONTRACTOR:

[VENDOR NAME]

A [STATE] Corporation

By: _____

[Vendor Contact Name]

Date

[Vendor Contact Title]

NOTARIZATION

STATE OF _____)

) SS.

On _____ before me, (here insert name and title of the officer), personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____ (SEAL)

Notary Public

My Commission Expires: _____

COUNTY:

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

COUNTY COUNSEL:



**REQUEST FOR PROPOSAL
1129**

Airport Parking Kiosks

Approved as to form and legal effect.

Warren R. Jensen.
County Counsel

By: _____

Deputy County Counsel

Date

COUNTY OF SAN LUIS OBISPO

A Public Entity in the State of California

By: _____

Chair, Board of Supervisors

Date

Attest By: _____

County Clerk and Ex-Officio Clerk
of the Board of Supervisors

Date



REQUEST FOR PROPOSAL
1129

Airport Parking Kiosks

EXHIBIT A – GENERAL CONDITIONS

1. **Independent Contractor.** Contractor, its officers, agents, employees, contractors and subcontractors, shall be deemed to be an independent contractor of County at all times during this Contract. Nothing in this Contract shall be construed as creating a civil service employer-employee relationship, partnership or a joint venture relationship. Nothing in this Contract authorizes or permits the County to exercise discretion or control over the professional manner in which Contractor provides services; provided, however, Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.
2. **No Eligibility for Fringe Benefits.** Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, vision, dental, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee. The only performance and rights due are those specifically stated in this Contract or existing as a matter of law.
3. **Warranty of Contractor for Provision of Services.** Contractor warrants that Contractor has obtained and shall keep in full force and effect during the term of this Contract, all permits, registrations and licenses, if necessary, to accomplish the work specified in the Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed under the local, state and federal laws and regulations applicable to the provision of services herein. Contractor warrants that it has the right to provide the Services hereunder, using all computer software required for that purpose.
4. **Compliance with all Laws.** Contractor warrants that Contractor will observe, comply with, and cause all of its agents and personnel to observe and comply with all federal, state, and local laws, rules, regulations and orders applicable to Contractor in Contractor's performance under this Contract. If any conflict arises between provisions of the scope of work or specifications in this Contract and any law, then the Contractor shall immediately notify the County in writing.
5. **Power and Authority of Contractor.** If Contractor is a corporation or a limited liability company, Contractor represents and warrants that it is and will remain, throughout the term of this Contract, either a duly organized, validly existing California corporation or limited liability company in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation or limited liability company in good standing in the state of incorporation or organization and authorized to transact business in the State of California and have an agent for service of process in California.
6. **Assignment, Delegation or Subcontracting of Contract.** Contractor shall not assign any of Contractor's rights, delegate any of Contractor's duties, or subcontract any portion of Contractor's obligations under this Contract without the prior written consent of the County. No assignment, delegation or subcontracting will release Contractor from any of its obligations or alter any of its obligations to be performed under this Contract. Any attempted assignment, delegation or subcontracting in violation of this provision is voidable at the option of the County.
7. **Subcontractors.** Contractor shall not subcontract the services to be provided by it under this Contract, and no subcontracting of the services to be provided under this Contract or any right or interest therein by Contractor shall be effective, without the prior written consent of the County. In the event of any subcontract, Contractor shall remain primarily liable for all of its obligations under the Contract. Contractor is responsible for payment to subcontractors and must monitor, evaluate, and account for the subcontractor(s) services and operations.



**REQUEST FOR PROPOSAL
1129**

Airport Parking Kiosks

8. **Standard of Performance.** The parties acknowledge that the County, in selecting Contractor to perform the services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the services required hereunder. The Contractor shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed.
9. **Key Project Personnel.** Contractor's project team is essential to the services offered pursuant to this Contract. Therefore, the parties agree that Contractor will not transfer or reassign such individual or individuals without the express written agreement of the County. Should such individual or individuals no longer be employed during the term of this Contract by Contractor, County shall have the right to terminate this Contract on thirty (30) days' written notice. Contractor agrees to identify in writing the members of the project team for Contractor at the time of the signing of this Contract. The County shall have the right to approve all members of the project team, and to request removal and replacement with cause of any member for a lawful reason.
10. **Waiver.** No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Contract shall impair any such right power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.
11. **Nondiscrimination.** Contractor agrees that it will abide by all Federal and State labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability or national origin, and those conditions contained in Presidential Executive Order number 11246. Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; (3) in the case of mailing, on the third business day following posting.
12. **Indemnification.** Subject to the limitations contained in this Contract, Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, liability, loss, injury, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions relating to Contractor's performance of any obligation or duty provided for or relating (directly or indirectly) to this Contract, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County, provided that (a) the County promptly notifies Contractor for any claim for which it intends to seek indemnity under this Section ("Claim"), (b) the Contractor has the opportunity to assume and control the defense of any such Claim, and (c) the County agrees to provide reasonable cooperation (if necessary) to Contractor in its defense of such Claim.
13. **Intellectual Property Indemnification.** Subject to the indemnification procedures in the next sentence, Contractor shall, at its own expense, indemnify, defend, settle, and hold harmless the County and its agencies against any claim brought against the County, based on Contractor's alleged infringement of any patent, trademark, copyright or other proprietary rights of a third party, including trade secret rights under the laws of the United States, unless and except to the extent that such infringement is caused by Contractor's compliance with County's specifications or instructions, or Contractor's use of trademarks or data supplied by County. If any third party makes a claim covered by this Section against the County with respect to which the County intends to seek indemnification under this Section, the County shall give reasonably prompt notice of such claim to the Contractor, including a brief description of the amount and basis therefore, if known. Upon giving such notice, the Contractor shall be obligated to defend the County against such claim,



**REQUEST FOR PROPOSAL
1129**

Airport Parking Kiosks

and shall be entitled to assume control of the defense of the claim with counsel chosen by the Contractor, and satisfactory to the County. The County shall cooperate with and assist the Contractor in its defense against such claim in all reasonable respects, at no cost to the County. The Contractor shall keep the County fully apprised at all times as to the status of the defense. Notwithstanding the foregoing, the County shall have the right to employ its own separate counsel in any such action, but the fees and expenses of such counsel shall be at the expense of the County. Neither the Contractor nor the County shall be liable for any settlement of action or claim effected without its consent. Following indemnification as provided in this Section, the Contractor shall be subrogated to all rights of the County with respect to the matters for which indemnification has been made.

14. **Late Payment of Charges or Fees.** The Contractor acknowledges and agrees that the County will not pay late payment charges.
15. **Payment.** Payment shall be due according to the compensation plan on Exhibit ___. Payment is due 30 days from the date of the invoice or Acceptance, whichever date is later. Sales tax, if any, shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified on the invoice. Contractor shall be responsible for payment of all state and federal taxes assessed on the compensation received upon this Contract and such payment shall be identified upon the Contractor's federal and state identification numbers(s). The County does not pay Federal Excise Taxes (F.E.T). The granting of payment by the County, or the receipt thereof by Contractor, shall not relieve Contractor of its obligations under this Contract. Payment by County, or the receipt by Contractor of such payment, shall not relieve Contractor of its obligations under this Contract. Electronic transfer of funds is an optional method of payment made to the Contractor's bank account with a financial institution. Should Contractor choose Electronic Transfer of Funds as the method of payment, then payment is deemed to have been made when the County initiates the electronic fund transfer. In the event Contractor receives payment for product or services, which payment is later disallowed by the County pursuant to state or federal law or regulation, the Contractor shall promptly refund the disallowed amount to the County upon notification. At County's option, County may offset the amount disallowed from any payment due to Contractor under any agreement with the Contractor.
16. **Disputed Payments.** If, due to either an issue with the charges on an invoice or the Contractor's failure to perform its obligations under this Contract, the County disputes any charge(s) on an invoice, the County may withhold the disputed amount, provided that (a) there is a reasonable basis for the dispute, and (b) the County delivers a written statement to Contractor within five days of the due date of the invoice, describing in detail the basis of the dispute and the amount being withheld by the County.
17. **Insurance.** Contractor, at its sole cost, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. All of the insurance companies providing insurance for Contractor/Consultant shall have, and provide evidence of, an A.M. Best and Co. rating of A:VII or above, unless exception is granted by the County's Risk Manager, and be authorized to do business in the State of California. Further, all policies shall be maintained for the full term of this Contract and related warranty period if applicable.
Commercial General Liability. Policy shall include coverage at least as broad as set forth in Insurance Services Office Commercial General Liability Coverage (CG 00 01) with policy limits of not less than one million dollars (\$1,000,000.00) combined single limit per occurrence. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:



**REQUEST FOR PROPOSAL
1129**

Airport Parking Kiosks

- a. The County, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Contract.
- b. The insurance provided herein shall be considered primary coverage to the County with respect to any insurance or self-insured retention maintained by the County. Further, the County's insurance shall be considered excess insurance only and shall not be called upon to contribute to this insurance.
- c. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County.

Business Automobile Policy. Policy shall include coverage at least as broad as set forth in the liability section of Insurance Services Office Business Auto Coverage (CA 00 01) with policy limits of no less than \$1 million dollars combined single limit for each occurrence. Said insurance shall include coverage for owned, non-owned, and hired vehicles. Policy shall be endorsed with the following specific language or contain equivalent language in the policy: "The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County."

Workers' Compensation/Employer's Liability Insurance. Workers' compensation policy shall provide statutory limits as required by State of California. Policy shall be endorsed with the following specific language or contain equivalent language in the policy: "Contractor and its insurer shall waive all rights of subrogation against the County, its officers and employees for workers' compensation losses arising out of this contract. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the County." Employer's liability policy shall provide one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

Deductibles and Self-Insurance Retentions. All deductibles and/or self-insured retentions which apply to the insurance policies required herein will be declared in writing and approved by the County prior to commencement of this contract.

Documentation. Prior to commencement of work and annually thereafter for the term of this contract, Contractor will provide to the County properly executed certificates of insurance clearly evidencing the coverage, limits, and endorsements specified in this contract. Further, at the County's request, the Contractor shall provide copies of endorsements and certified copies of the insurance policies within thirty days of request.

Absence of Insurance Coverage. The County may direct Contractor to immediately cease all activities with respect to this Contract if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverage levels at or above the limits specified in this contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense

18. **Availability of Funding.** The County's obligation for payment of any contract beyond the current fiscal year end is contingent on the availability of funding and upon appropriate for payment to the Contractor. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance. If the County notifies Contractor in writing that the funds for this Contract have not been appropriated or provided, this Contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either cancel this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount. County shall provide, in good faith and if reasonably practicable to do so, notice to Contractor at least thirty (30) days in advance of such termination pursuant to this Section.



REQUEST FOR PROPOSAL
1129

Airport Parking Kiosks

19. **Force Majeure.** Neither the County nor Contractor shall be deemed in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, Federal, States or other governmental bodies; any laws or regulations of such municipal, Federal, States or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay, including the particulars in reasonable detail of the cause of the inability. The party delayed shall use commercially reasonable efforts to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.
20. **Signatory Authority.** Any individual executing this Contract on behalf of Contractor represents and warrants that he/she has full power and authority to enter into, deliver, and perform this Contract on behalf of Contractor, and that this Contract is binding upon said Contractor in accordance with its terms.
21. **Nondisclosure.** All reports, information, documents, or any other materials prepared by Contractor under this Contract are the property of the County unless otherwise provided herein. Such reports, information, documents and other materials shall not be disclosed by Contractor without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the information requested. County shall make sole decision whether and how to release information according to law.
22. **Conflict of Interest.** Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code section 87100 et seq. during the term of this Contract.
23. **Immigration Reform and Control Act.** Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Contract are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with ICRA and shall ensure that any subcontractors hired by Contractor to perform services under this Contract are in compliance with IRCA.
24. **Third Party Beneficiaries.** It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement shall be strictly reserved to the County and Contractor. Nothing contained in this contract shall give or allow and claim or right of action whatsoever by any other third person.
25. **Fiscal Controls.** Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the *Auditor-Controller Contract Accounting and Administration Handbook*, (Handbook) which contains the minimum required procedures and controls that must employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County.
 - a. The Handbook is available at <http://www.slocounty.ca.gov/AC/>, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo CA, 93408,



REQUEST FOR PROPOSAL
1129

Airport Parking Kiosks

- b. The Office of Management and Budget (OMB) circulars are available at <http://www.whitehouse.gov/omb/circulars>.
26. **Audit Rights.** Pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of \$10,000 is subject to examination and audit of the State auditor. Contractor shall permit the State Auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit. County shall advise Contractor if it becomes aware of such audit at least fourteen (14) days prior to the commencement of the audit. Further, all payments made under this Contract shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. The Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in any County audits.
27. **Tax Information Reporting.** Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.
28. **California Public Records Act.** The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information as "CONFIDENTIAL AND PROPRIETARY" and identify the specific pages and sections containing the information. In the event of a request for documents under the CPRA, the County will make reasonable efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents or portions thereof are exempt from the CPRA and desires to prevent such disclosure, Contractor is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in San Luis Obispo County before the County's deadline for responding to the CPRA request. If Contractor fails to obtain such remedy within the County's deadline to respond, the County may disclose the requested information without obligation to Contractor. If Contractor instructs County to withhold the requested documents, Contractor shall defend, indemnify, and hold the County harmless against any resulting claim, action or litigation, provided that (a) the County promptly notifies Contractor of any claim for which it intends to seek indemnity under this Section, (b) Contractor has the opportunity to assume and control the defense of the claim, and (c) the County agrees to provide reasonable cooperation, if necessary, to Contractor in Contractor's defense of the claim.
29. **Headings.** The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.
30. **Entire Agreement and Modifications.** This Contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this Contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.
31. **Severability.** Contractor agrees that if any provision of this Contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Contract so as to affect the original intent of the parties as closely as possible.
32. **Non-Exclusive Agreement.** This Contract does not establish an exclusive agreement between the County and the Contractor. The County expressly reserves all its rights, including but not limited to,



**REQUEST FOR PROPOSAL
1129**

Airport Parking Kiosks

the following: the right to utilize others to provide products, support and service; the right to request proposals from others with or without requesting proposals from the Contractor; and the unrestricted right to bid any such product, support, or service.

33. **Counting Days.** Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.
34. **Time is of the Essence.** Time is of the essence in the delivery of Services by Contractor under this Contract. In the event that the Contractor fails to deliver Products and/or Services on time, and such failure is solely the fault of Contractor, the Contractor shall be liable for any costs incurred by the County because of Contractor's delay. For instance, County may purchase or obtain the Products and/or Services elsewhere and the Contractor shall be liable for the difference between the price in the Contract and the cost to the County. The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under the Contract with the County. The County's rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach and shall not constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.
35. **Termination for Cause.** If the County determines that there has been a material breach of this Contract by Contractor that poses a threat to health and safety, the County may immediately terminate the Contract. In addition, if any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Contractor:
 - a. Contractor is adjudged to be bankrupt or should have a general assignment to the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency; or
 - b. Contractor fails to perform his duties to the satisfaction of the County; or
 - c. Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract; or
 - d. Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; or
 - e. Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or
 - f. Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews or reviews of records in any form of information storage.

All obligations to provide services shall automatically terminate on the effective date of termination. For all other material breaches of this Contract, County must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) days from the date of the written notice, County may terminate the Contract. Contractor shall thereafter have no further rights, powers, or privileges against County under or arising out of this Contract. In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Independent Contractor, which costs may include, but



**REQUEST FOR PROPOSAL
1129**

Airport Parking Kiosks

are not limited to, costs incurred by County in investigating and communicating with Contractor regarding said breach, including staff time.

36. **Termination for Convenience.** Either party may terminate this Contract at any time by giving the other party at least ninety (90) day's written notice of termination for convenience ("Notice of Termination for Convenience"). Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the intended date for termination (the "Termination Date"). The terminating party shall deliver to the other party a notice specifying the date upon which such termination will become effective, which shall be at least thirty (30) days after the date of the notice. Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services which were provided prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination. After receiving a Notice of Termination for Convenience, Contractor shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts.
37. **Power to Terminate.** Termination of this Contract may be effectuated by General Services Agency Director without the need for action, approval, or ratification by the Board of Supervisors.
38. **Delegation of Authority.** The Board of Supervisors delegates to the County of San Luis Obispo General Services Agency Director the authority to amend the Contract to extend the term of this Contract, provide for additional services and/or increase compensation to Contractor in an amount not to exceed the lesser of the following amounts: ten percent (10%) of the Contract total or twenty-five thousand dollars (\$25,000.00). The Board of Supervisors delegates the authority to the County of San Luis Obispo General Services Agency Director to amend this Contract to extend its term up to one additional year. Any amendment made pursuant to a delegation of authority will only be effective if, prior to the commencement of services or extension of the Contract, the amendment is memorialized in writing, is approved by County Counsel, and is signed by the County of San Luis Obispo General Services Agency Director.
39. **Disentanglement.** Contractor shall cooperate with County and County's other contractors to ensure a smooth and timely transition at the time of termination of this Contract, regardless of the nature or timing of the termination. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely transition to ensure that there is no interruption of the Services required under this Contract and there is no adverse impact on the supply of Products and/or Services required under this Contract. Contractor shall provide County with all information regarding the Services or is otherwise needed for the disentanglement. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, held by Contractor, and after return of same.
40. **Governing Law.** This Contract shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in the County of San Luis Obispo. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of San Luis Obispo and waive all venue objections.
41. **California Title 24, Energy Standards.** Contractor recognizes that the State of California Administrative Code, Title 24 contains mandatory standards and policies relating to energy efficiency in the state energy conservation plan, and recognizes it may have applicability to Contractor.



**REQUEST FOR PROPOSAL
1129**

Airport Parking Kiosks

42. **Compliance re: Environmental Laws.** For contracts in excess of \$100,000 Contractor shall comply with Section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), Section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations, (40 C.F.R. Part 15).
43. **Bankruptcy/Insolvency License Vesting Rights.** All licenses granted to County under or pursuant to this Contract are and shall be deemed to be, for purposes of any formal insolvency proceeding and pursuant to Section 365(n) of the U.S. Bankruptcy Code, valid and presently existing licenses of rights to intellectual property as defined under Section 101 of the U.S. Bankruptcy Code, as amended. The parties agree that the County, as a licensee of such rights under this Contract, shall retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code, as amended, including rights to obtain source code.



REQUEST FOR PROPOSAL
1129

Airport Parking Kiosks

EXHIBIT B – SPECIAL CONDITIONS

1. **Defined Terms.**

- A. Software – Any software provided to the County by the contractor in order to gain access to the parking kiosk for configuration or data collection. This also includes software provided by the contractor for access to data and reporting purposes.
- B. System – The parking kiosk hardware and software, and software used to configure and maintain the parking kiosks.
- C. Services – Provided by the contractor for planning, organizing, configuration, testing, implementation, establishing communication as needed for configuring and managing the kiosks by County, training County users and technical support staff on site in the use and operation of the kiosks and any associated software tools, and providing customer and technical electronic payment support, and maintenance upgrades. This also includes Payment Services.
- D. Payment Services – The services required to accept and process payments by customers of the County at each parking kiosk, to include but not limited to transaction processing of debit and credit cards, cash, and other means, and reporting of such financial transactions between Contractor and County.

2. **Acceptance (Services).** Acceptance procedures for the Services will be as set forth in this Section. “Acceptance” shall be defined as the County’s written agreement that the Implementation is complete such that the processing of live data may be commenced. The County’s refusal to provide such written agreement shall constitute a rejection of the Implementation as being complete. No payment for the Services will be due before Acceptance thereof. Any notice of rejection will explain how the Implementation fails to meet the requirements of this Contract. Contractor will, upon receipt of such notice, investigate the reported deficiency and exercise reasonable efforts to remedy it promptly. The County, at its sole discretion, will have the option to re-perform the Acceptance test. If the Contractor is unable to remedy the deficiency within sixty (60) days of notice of rejection, the County shall have the option of terminating this Contract in its entirety for default.

3. **Acceptance (Systems).** Acceptance procedures for the System will be as set forth in this Section. Upon Contractor’s written notification to County that Contractor has completed the installation of any one or more components of the System, and that such components are ready for testing, County shall begin pre-live performance testing in a non-production environment using the test procedures, standards and timelines contained in Exhibit ____, or such other standards as are mutually agreed upon in writing, to determine whether each component meets in all material respects the applicable Specifications and Acceptance Criteria set forth herein. After County has tested the component for a period of __ days, County shall notify Contractor in writing that testing has occurred. If County determines that the components do not perform as provided for in this Contract, County shall deliver to Contractor, in writing, a report describing any discrepancies. Contractor shall correct the errors within __ days after receiving the report. County may then re-test the component(s) for an additional test period of up to __ days, at the end of which the process described above may be repeated, if deemed necessary by the County. In the event the errors or defects are caused by software defects, Contractor will make a good faith effort to resolve the problem within 30 days. For purposes of this Contract, a “software defect” shall mean _____. Should Contractor fail to achieve Acceptable Performance of the System, the County may, at its election, pursue any remedies available to the Count including, without limitation, (a) terminating this Contract; or (b) accepting the System at its then level of performance; or (c) permit testing to be further extended for such period as mutually agreed upon by the parties, in writing; or (d) accept those portions of the System that pass the Acceptance Criteria and require Contractor to correct the remaining portions, in which event County shall not be liable for any



**REQUEST FOR PROPOSAL
1129**

Airport Parking Kiosks

payments associated with the implementation of such remaining portions until they have been accepted by County; or (e) pursue such remedies as may be available to County at law or in equity.

4. **Manufacturer Warranty.** Any manufacturer warranties for any Products furnished under this Contract shall be passed through from Contractor to the County.
5. **Performance Warranty (Services).** Subject to any warranty exclusions otherwise set forth in this Contract, Contractor warrants that it will provide the Services in a commercially reasonable manner in substantial conformity with the Documentation (the "Performance Warranty"). Except as may be expressly agreed in writing by Contractor, Contractor's Performance Warranty does not apply to defects, problems, or failures caused by the County's nonperformance of obligations essential to Contractor's performance of its obligations.
6. **Performance Warranty (Software):** Subject to any warranty exclusions otherwise set forth in this Contract, Contractor warrants that for a period of ____ months from the date of the County's acceptance of the Software, that the Software: (a) will substantially perform in accordance with this Contract (including, without limitations, all descriptions, Specifications, and drawing identified in the statement of work); and (b) will be free from material defects in materials and workmanship. Contractor further warrants that the Software will be free, at the time of delivery, from harmful code (i.e., computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of computers or software).
7. **Surreptitious Code.** Contractor represents and warrants that the Software will be free, at the time of delivery, from harmful code (i.e., computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of computers or software), viruses or other program routines designed to erase, corrupt, alter or otherwise harm files, data or other software programs; and back doors that circumvent the system's security by a hardware or software mechanism which is intentionally hidden by designers of the system, often for the purpose of providing access to service technicians or maintenance programmers. Contractor warrants to the County that no copy of the licensed Software provided to County contains or will contain any "self-help code" or any unauthorized code as defined below. The warranty is referred to in this Contract as the "no surreptitious code warranty." As used in this Contract, "self-help code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the Software. It does not include software routines in a computer program, if any, designed to permit an owner of the computer program to obtain access to a licensee's computer System for purposes of maintenance or technical support. As used in this Contract, "unauthorized code" means any virus, Trojan horse, worm, or other software routines or equipment components, designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Contractor will defend the County against any claim, and indemnify the County against any loss or expense arising out of any breach of the no surreptitious code warranty.
8. **Performance Warranty (Hardware) (If Contractor is VAR then probably will only use 3 above).** Subject to any warranty exclusions otherwise set forth in this Contract, Contractor warrants that each Hardware component, when delivered to County, will be in good operating condition, free from defects in material and workmanship. Contractor further warrants that each Hardware component will perform in accordance with the Specifications for a period of ____ months from the date of County's acceptance of the Hardware.
9. **Software Ownership Warranty.** Contractor warrants that it is the owner of the licensed Software and that it has full right to license to County the (non-exclusive) use of the licensed Software.



**REQUEST FOR PROPOSAL
1129**

Airport Parking Kiosks

10. **Confidential Information.** For purposes of this Section, "Confidential Information" means the following: (1) any document the County marks "Confidential", (2) any information County orally designates as "Confidential" at the time of disclosure, provided County confirms such designation in writing within ten (10) business days after such designation; (3) any confidential or private citizen or other third party information within the possession of the County, including any information contained in the Assessor's and Auditor-Controller's database and files. Contractor shall not use the Confidential Information for any purpose other than to facilitate the services contemplated by this Agreement (the "Purpose"). Contractor will not: (1) disclose Confidential Information to any employee or contractor of Contractor unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Contractor, with terms no less restrictive than those of this Section; or (2) disclose any Confidential Information to any other third party without County's prior written consent. Without limiting the generality of the foregoing, Contractor will protect the Confidential Information with the same degree and care it uses to protect its own confidential information of similar nature and importance, but no less than reasonable care. Contractor will notify County in writing of any misuse or misappropriation of Confidential Information that comes to Contractor's attention. Notwithstanding the foregoing, Contractor may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. In such case, Contractor shall give County advanced written notice, sufficiently in advance, to allow County to seek a protective order or otherwise to contest such required disclosure, and shall reasonably cooperate in such effort, at County's expense.
11. **Information Security**
- A. **Definitions**
- a. "County Data" shall mean data and information received by Contractor from County. County shall remain the owner of County Data.
- b. "County Brand Features" are all trademarks, service marks, Look and Feel, logos and other distinctive brand features of County supplied to Contractor by County.
- c. "Customer Data" means any and all data and information of any kind or nature submitted to Contractor by end users, or received by Contractor on behalf of end users, necessary for Contractor to provide the Services. County has no ownership interest in Customer Data.
- d. "Contractor Proprietary Materials and Information" shall mean the Contractor Software and all source code, object code, documentation (whether electronic, printed, written or otherwise), working papers, non-customer data, programs, diagrams, models, drawings, flow charts and research (whether in tangible or intangible form or in written or machine readable form), and all techniques, processes, inventions, knowledge, know how, trade secrets (whether in tangible or intangible form or in written or machine readable form), developed by Contractor prior to or during the term of this Contract, and such other information relating to Contractor or the Contractor Software that Contractor identifies to County as proprietary or confidential at the time of disclosure.
- e. "Contractor Software" shall mean the software used by the Contractor to provide the Services.
- f. "Privacy Regulations" shall mean the regulations promulgated under Section 504 of the Gramm-Leach-Bliley Act, Pub. L. 106-102, as such regulations may be amended from time to time.
- g. "Sensitive Customer Information" shall mean name, address, telephone number, Social Security Number, date of birth, routing and account number, credit card number, debit card number, personal identification number, password, password challenge questions and answers, and any other data that would allow a person to log onto or access the end user's account. County has no ownership interest in Sensitive Customer Information.
- B. **Information Security Program**



**REQUEST FOR PROPOSAL
1129**

Airport Parking Kiosks

- a. Contractor shall be responsible for establishing and maintaining an information security program that is designed to:
 - i. Ensure the security and confidentiality of County Data, Customer Data, and Sensitive Customer Information;
 - ii. Protect against any anticipated threats or hazards to the security or integrity of County Data, Customer Data, and Sensitive Customer Information;
 - iii. Protect against unauthorized access to or use of County Data, Customer Data, and Sensitive Customer Information that could result in substantial harm or inconvenience to County or any end users; and
 - iv. Ensure the proper disposal of County Data, Customer Data, and Sensitive Customer Information.
 - b. County shall be responsible for maintaining security for its own systems, servers, and communications links.
 - c. Contractor shall:
 - i. Take appropriate action to address any incident of unauthorized access to County Data, Customer Data, and Sensitive Customer Information, including addressing and/or remedying the issue that resulted in such unauthorized access;
 - ii. Notify County as soon as possible of any incident of unauthorized access to County Data, Customer Data, or Sensitive Customer Information or any other breach in Contractor's security that materially affects County or end users; and
 - iii. Be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof.
 - d. Either party may change its security procedures from time to time as commercially reasonable to address operations risks and concerns in compliance with the requirements of this Section. Contractor shall comply with this Section 10 and shall cause each of its employees, agents and subcontractors working on this Electronic Payment System to do the same.
- C. Should confidential and/or legally protected Sensitive Customer Information in the Contractor's possession be divulged to unauthorized third parties, the Contractor is responsible for complying with all applicable federal and state laws and regulations, including but not limited to California Civil Code Sections 1798.29 and 1798.82 at Contractor's expense (if applicable). The Contractor shall not charge the County for any expenses associated with Contractor's compliance with the obligations set forth in this Section 10C. To the extent Contractor does not have contact information for purposes of complying with these notice requirements and County does have said contact information, County shall provide said contact information to Contractor to the extent permitted by law and that such information is available within commercially reasonable efforts. Contractor shall only use said contact information to provide notice required by this section.
- D. If any County Data is lost or damaged due to the acts or omissions of Contractor while resident in Contractor's system, Contractor shall use commercially reasonable efforts to assist in replacing or regenerating such County Data. In addition, within ten (10) days of termination of the Contract, and upon request by the County, Contractor shall return all County Data to the County in the format agreed upon by both parties.
12. **Data Privacy/Compliance with PCI-DSS Version 2, Level 1:** In keeping with IATA and Payment Card Industry (PCI) data security standards and other good practices for data security, Contractor shall maintain active compliance with PCI Data Security Standard (DSS) version 2, Level 1.



REQUEST FOR PROPOSAL # 1129

Airport Parking Kiosks

Further, no proprietary data is to be kept on the kiosk when the transaction is complete. The kiosk must not log or store sensitive data on the kiosk (such as payment information). Contractor shall notify County, in writing, if it falls out of compliance and that such notification shall occur within 2 days after Contractor becomes aware that it is not in compliance.

13. **Confidentiality of Data.** Contractor shall provide security by ensuring the environment that is used to provide Financial Services meets or exceeds the on-going standards defined by PCI, the Internal Revenue Service (IRS), and reasonable commercial practices. At a minimum, all financial and confidential data (including cardholder information) transmitted over the Internet shall be encrypted using strong cryptography and security protocols such as SSL/TLS or IPSEC to safeguard sensitive cardholder data during transmission over open, public networks. Examples of open, public networks that are in scope of the PCI DSS and this contract are: the Internet, Wireless technologies, Global System for Mobile communications (GSM) and General Packet Radio Service (GPRS). Contractor's systems shall be protected by security, using a public certificate authority to ensure that connected clients are indeed on the Contractor's systems. Information collected pursuant to this Agreement shall not be shared, sold, traded, or otherwise released to any third party, other than as required to perform the Services (i.e., third party payment process).



**REQUEST FOR PROPOSAL
1129**

Airport Parking Kiosks

EXHIBIT C – STATEMENT OF WORK

Insert the project's statement of work here...



**REQUEST FOR PROPOSAL
1129**

Airport Parking Kiosks

EXHIBIT D – COMPENSATION

Maximum Compensation Amount

The maximum amount of this contract shall not exceed \$xxx,xxx.xx.