Request for **Proposals**

SMS Text to Pay Parking Payment Services

Parking Authority of Baltimore City
211 N. Paca Street
Baltimore, MD 21201
443-573-2800

July 19, 2023

Introduction

Thank you for your interest in our Request for Proposals (RFP) for an SMS Text to Pay Parking Payment Service. The Baltimore City Parking Authority ("The Parking Authority" or "PABC") is a quasi-public, non-profit corporation, organized under the laws of the State of Maryland, to oversee the management of the City of Baltimore's (the "City") on-street and off-street parking facilities and programs. PABC is governed by its five-member Board of Directors, and its staff is employed to administer the agency's programs and conduct the decisions of the Board. More information about the PABC can be found at [Baltimore City Parking Authority .](#)

This RFP intends to provide respondents with the criteria and information PABC will use to evaluate all submissions and help form the basis of a contract between PABC and the winning respondent. **The effect of any irregularities in this RFP, the submissions received, the review process and/or the award of a contract is within the sound discretion of the Parking Authority. No rights or legal causes of action shall accrue to any bidder due to this process.**

The Parking Authority of Baltimore City (PABC), on behalf of the City of Baltimore (City), currently operates a Metered Parking Program that manages on street and certain off-street parking. Highlights of this program include:
1. 22.3 million parkers visit Baltimore annually to work, live and play.
2. 991 multi-space parking meters are currently in use.
3. 2,318 single space parking meters are currently in use.
4. 18 metered surface lots, varying in size from 15-100 spaces.
5. The metered parking program generated revenue of more than $15 million dollars in 2017.
6. Currently, parkers are only able to use credit cards or coins for parking meter payments.
7. Major on-street metered parking areas include:
    a. The Central Business District (CBD-Downtown)
    b. Harbor East & Harbor Point
    c. Fells Point
    d. Federal Hill
    e. Mt. Vernon
8. There are numerous smaller on-street metered parking areas including Hampden, Mt. Washington Village, Midtown Station North, and others.
9. Additional details on Baltimore City's Metered Parking Program can be found at:
    a. General Program Details: https://parking.baltimorecity.gov/parking-meters
    b. Details on Project Space: https://parking.baltimorecity.gov/project-space

The PABC and City seek to expand the metered parking payment options to include a SMS Text to Pay Parking Payment Service provider (TPP). Furthermore, the PABC and City desire to have one qualified TPP that will offer service in the City.

Qualified TPP's must be able to communicate with Baltimore City Department of Transportation's (BCDOT) current system to enforce parking. This document outlines the scope of work and all the desired design specifications.

Please note that PABC will process all mobile services payments, including per transaction fees charged end users for use of SMS Text to Pay payments, through PABC's merchant services provider. PABC will forward the per transaction fees paid by the end users to the TPP on a monthly basis.

Please also note that PABC will procure and install all meter decals and signs for the TPP and mobile payments services program. However, PABC will assess a fee of $2,000 annually to the TPP and each Mobile Parking Payment Provider as reimbursement of the costs associated with the purchase, installation, and replacement of decals. The information for the TPP will be near the bottom of the decals. The selected TTP and the selected mobile payment app providers will be expected to work together with PABC to determine zone designations throughout the City.

PABC desires to engage one qualified TPP to design, develop, supply, install, support, and maintain a secure, complete SMS Text to Pay Payment Service for parking in the City of Baltimore.

Thank you for your interest,
The Baltimore City Parking Authority
(443) 573-2800

Proposal Cover Page

The **Proposal Cover Page** must be completed and signed by Respondent, and then enclosed in a "sealed" 8 ½ by 11-inch envelope. The sealed envelope is to accompany the Master Copy and seven (7) copies of the Respondent's proposals submitted in accordance with the procedures detailed in Section IX of this RFP.

The information identified below as "Public Information" on this **Proposal Cover Page** will be publicly disclosed at the Parking Authority's Board of Directors Meeting on September 12, 2023 at 4:00 p.m.

RFP NUMBER: **OPS-04-2023**

ISSUE DATE: **July 19, 2023**

TITLE: SMS Text to Pay Parking Payment Service

ISSUING AGENCY: Parking Authority of Baltimore City
211 N. Paca Street
Baltimore, MD 21201

CLOSING DATE: **August 11, 2023**

PUBLIC INFORMATION:

NAME AND ADDRESS
OF FIRM: _____

_____

DATE: _____

BY: _____
(Signature in ink)

TITLE: _____

TRANSACTION FEE: THE FEE PER TRANSACTION (PAID BY END-USERS FOR USE OF THE TEXT TO PAY SERVICE; $.35 OR LESS) FOR THE INITIAL FIVE (5) YEAR TERM: _____

_____

Respondent's Submission Agreement

RFP NUMBER   **OPS-04-2023**

ISSUE DATE: July 19**, 2023**

TITLE: SMS Text to Pay Parking Payment Service

ISSUING AGENCY: Parking Authority of Baltimore City
211 N. Paca Street
Baltimore, MD 21201

Nichelle Bolden
Contract Administrator
(443) 573-2824

CLOSING DATE: **August 11, 2023**

CONTRACT: The selected Respondent will execute a contract with the Parking Authority of Baltimore City. All proposals should contain this Submission Agreement statement, which indicates the Respondent's willingness to accept a written contract and to agree to the inclusion of this RFP, the Respondent's proposal, and all subsequent written material relevant thereto in the contract.

SUBMISSION
AGREEMENT: In compliance with this Request for Proposals, and to all the conditions imposed herein, the undersigned agrees to provide a SMS Text to Pay Parking Payment Service in accordance with the attached signed proposal, or mutually agreed upon subsequent negotiations.

FEDERAL EMPLOYEE ID: _____

NAME AND ADDRESS
OF FIRM: _____

                             _____

DATE: _____

BY: _____
                                   (Signature in ink)

TITLE: _____

TELEPHONE NUMBER: (_____) _____
TELEPHONE NUMBER: (_____) _____
EMAIL: _____

_____

Section I – General Information

1. **Issue Date**

   The issue date of this RFP is **July 19, 2023.**

   For a complete schedule of events for this RFP, see Section II.

2. **RFP Coordinator**

   Upon release of this RFP, all Respondents' communications must be directed to the RFP Coordinator listed below:

   RFP Coordinator: Nichelle Bolden
   Contract Administrator
   Parking Authority of Baltimore City
   211 N. Paca Street
   Baltimore, MD 21201
   E-Mail: contracts@bcparking.com

   (Alternate)   Brian Thompson
   Division Manager, On Street Parking
   Parking Authority of Baltimore City
   211 N. Paca Street
   Baltimore, MD 21201
   E-Mail: Brian.Thompson@bcparking.com

3. **RFP Modification**

   PABC reserves the right to change the RFP Schedule or issue addenda to the RFP at any time. PABC also reserves the right to cancel or to reissue the RFP, in whole or in part, and for any reason, at the sole discretion of PABC, at any time prior to the execution of the contract. If it is necessary to revise any part of this RFP prior to the due date for submission of the proposals, an addenda will be posted to PABC's website Parking Authority / RFP/RFQA&B.

   For Respondents to receive an **"email alert"** of the addenda, responses to questions, or other documentation of changes or modifications with respect to the RFP posted on PABC's website, please email the RFP Coordinator your contact information.
   Respondents are encouraged to sign up for **"email alerts"** as soon as possible after the Issue Date.

4. Questions and Inquiries

Questions and inquiries must be submitted in writing (email is acceptable) to the RFP Coordinator, at **contracts@bcparking.com** by **4:00 p.m. on July, 28 2023.** Questions or requests received after this deadline shall not be considered.

A summary of all substantive questions and answers will be posted on PABC's web site Parking Authority / RFP/RFQA&B on or before August 4, **2023**. All Respondents who have signed up to receive **"email alerts"** will receive an alert when the summary of questions has been posted to the website.

5. Closing Date for Proposals

The deadline for receipt of proposals is 4:00p.m. August 11, 2023.
Respondents who submit their proposals by mail or delivery service should allow sufficient mailing and delivery time to ensure receipt by the RFP Coordinator by the time and date stated above.

The **Proposal Cover Page**, located on Page 4 of this RFP, must be completed, signed by Respondents, and then enclosed in a "sealed" 8 ½ by 11-inch envelope, marked "Cover". The sealed envelope is to accompany the Master Copy and seven (7) copies of the Respondent's proposals submitted in accordance with the procedures detailed in Section IX of this RFP.

The information on the **Proposal Cover Page** will be publicly disclosed at the Parking Authority Board of Directors Meetings at **4:00 p.m. on September 12, 2023.**

6. Issuing Office

The Baltimore City Parking Authority issues this RFP. All proposals, whether mailed or hand delivered, must be received by **4:00 p.m.** August 11, **2023 at**:

> Baltimore City Parking Authority
> 211 N. Paca Street
> Baltimore, Maryland 21201
> Attention: Nichelle Bolden

All responses to this RFP shall be based on the material contained in this RFP, and any addenda or amendments which may be made to the RFP.

Final Selection

PABC reserves the right, at its sole discretion, to reject any or all proposals for any reason, prior to the execution of a contract, with no penalty to PABC. PABC reserves the right to refrain from contracting with any Respondent. The issuance of this RFP does not compel PABC to procure any services or to enter into contract negotiations. The final selection, if any, will be the proposal that, in the opinion of PABC, best meets the requirements set forth in this RFP and is in the best interest of the Parking Authority and the City of Baltimore.

Errors in Response

PABC will **not** be held liable for any errors in proposals from Respondents. Respondents may not alter proposal documents after the deadline for submission of the proposals. PABC reserves the right to waive minor irregularities in the responses, or to make corrections or amendments to the response due to errors identified by PABC or the Respondents. This type of amendment will only be allowed for errors such as typing, transposition, omission, or any other obvious error. Any changes will be date and time stamped and attached to the response. All changes must be coordinated in writing with, authorized by, and made by the RFP Coordinator. Respondents are liable for all errors or omissions contained in their responses.

9. Incurring Expenses

Neither PABC nor the City shall be responsible for any cost incurred by any Respondent in preparing and submitting a proposal or any requested supplemental information in response to this RFP.

10. Duration of Proposal

Proposals, including terms, conditions, and prices, are valid and irrevocable for one hundred and twenty (120) days following the final date for submission of proposals.

11. Public Information Act Notice

PABC is subject to Maryland law regarding public access to records and information. Responses to this RFP and any contract executed in response to this RFP shall be a public record, as defined in Maryland State Law. Any specific information that is claimed by a Respondent to be confidential or proprietary must be clearly identified as such. To the extent consistent with Maryland law, PABC shall maintain the confidentiality of all such records marked confidential or proprietary. If a request is made to view any information deemed confidential or proprietary by Respondent, PABC will promptly notify the affected Respondent(s) of the request and the date that such records will be released to the requestor unless the Respondent deeming those records proprietary or confidential obtains from a Maryland court a protective order or other injunctive relief from disclosure. If the Respondent fails to obtain a court order protecting the disclosure prior to the release date, PABC will release the information to the requestor.

The scope of service included in the RFP response of the successful Respondent will be included in the resulting contract. Therefore, as part of a public quasi-city PABC contract, the entirety of the Respondent's response will be subject to public disclosure regardless of any claim of confidentiality or previously applicable statutory exemption. Nevertheless, should the Respondent obtain a court order from a court of competent authority prohibiting disclosure of parts of its proposal, PABC will comply with the court order. The burden is upon the Respondent to evaluate and anticipate its need to maintain confidentiality and to proceed accordingly.

The PABC's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Respondent of any request(s) for disclosure within a period of three (3) years from date of award. Failure to adequately notify PABC of materials or records that are deemed "confidential" as required above, or failure to timely respond after notice of request for public disclosure has been given, shall be deemed a waiver by the Respondent of any claim that such materials are exempt from disclosure.

12. Compliance with the Law

By submitting an offer in response to this RFP, the Respondent selected for award agrees that it will comply with all Federal, State, and City laws, rules, and regulations applicable to its activities and obligations under this RFP and the Contract.

Section II – RFP Schedule

Event	Date
• Issue Request for Proposals (RFP)	**July 19, 2023**
• Deadline for Questions	**July 28, 2023** by 4:00 p.m.
• Addendum (if any)	**August 4, 2023**
• Deadline for Proposals	**August 11, 2023** by 4:00 p.m.

Section III – Purpose and Goals

PABC is soliciting competitive proposals from SMS Text to Pay Parking Payment Service providers (TPPs) to design, implement, support, and maintain a secure, web-based SMS Text to Pay Parking Payment Service for the City of Baltimore. PABC and the City intend to select a single qualified TPP. TPP's wishing to offer their services in Baltimore City must meet or exceed the minimum qualifications listed in this RFP and agree to PABC's terms.

The goals of this RFP are as follows:

1. To implement a full SMS Text to Pay Parking Payment Service that allows a customer to pay for a specific period of parking time with a Single Call or action.

2. To connect and integrate the SMS Text to Pay Parking Payment Service with all existing and future Parking Enforcement software and hardware.

3. Provide data in real time to Parking Enforcement devices with minimal keystrokes and allow 24/7 enforcement operations. Real time data should identify which vehicles have valid parking sessions in the zone that is being queried by Parking Enforcement officers.

Section IV – Minimum Qualifications & Scope of Services

The Vendor will provide and comply with the Scope of Services and the Design Intent provided in this Section.

1. TPP Minimum Qualifications

TPP must be <u>qualified</u> to provide the service for the PABC. TPP must provide evidence that they meet or exceed the following qualifications:

a. TPP has been in the business of SMS Text to Pay metered parking payments for at least the past one (1) year. If the TPP is a partnership or other assemblage of providers, a component of the assembled entity must be an TPP that has been in the business of SMS Text to Pay metered parking payments services for at least the past one (1) year.

b. The service provider currently provides TPP services in at least three (3) municipalities. The TPP must describe the municipalities (locations and total number of parking meters) and provide the contact information for the client, city agency, owner or manager overseeing this service. The TPP must have provided acceptable services at each of the three (3) municipalities. The client, city agency, owner or manager of this service will be contacted by the PABC to determine acceptability.

c. The TPP currently provides services in at least three (3) municipalities with a minimum of three thousand (3,000) on-street parking spaces each.

d. The TPP is not in bankruptcy.

e. The TPP has not had its services terminated for cause by a governmental entity within the previous five (5) years.

f. The service provider must be in good standing with the Maryland State Department of Assessment and Taxation, City of Baltimore, and Parking Authority of Baltimore City.

2. Scope of Services – Personnel, Project Management and Coordination

a. Provide key personnel, including Project Manager, Lead Developer, Software/Systems Tester, and Data Security Manager.

b. Participate in a kick-off meeting with PABC and pertinent agency stakeholders.

c. Prepare a comprehensive project plan, project schedule, a requirements document, and work breakdown structure.

d. Provide in-depth administrative training along with training materials.

e. Coordinate all aspects and phases of the project from software design and development, to testing, and then full implementation.

f. Engage; be contractually responsible for; and oversee the work of all subcontractors.

g. Provide outreach and marketing support to communicate with the public.

h. Provide resources and staffing to assist in developing and implementing an outreach, training, and marketing strategy.

i. Produce and provide a comprehensive marketing plan, which must be approved by the Parking Authority's Communication Manager.

j. Implement outreach materials for training, such as how-to brochures and training videos.

k. Provide examples of reporting and pictures of system graphics and User interface for PABC review.

l. Provide 15 licenses for PABC Administrative use.

m. Allow a testing period and system revisions for the system service components before deployment to evaluate functionality and customer use.

n. Provide graphic design support to plan, analyze, and create visual solutions for communication and training; to include but not limited to illustration, photography, animation, video and various print and layout techniques; produce promotional displays, communication materials (brochures, posters, fact sheets, etc.), and signage systems.

3. **Scope of Services – Design Criteria, and Standards**

As stated in Section III, PABC seeks to expand the metered parking payment options with a SMS Text to Pay Parking Payment Service provider (TPP). The TPP must have a fully developed, currently active, SMS Text to Pay parking payment system for the purchase of metered parking.

a. Vendor Services

i. A fully functioning SMS Text to Pay system of payment for metered parking with the option to pay by regular cell phone or smartphone. The service must accept payment forms including all major credit cards and capability to purchase parking through pay as you go services, a virtual wallet, Apple Pay, and Android Pay.

ii. Is hosted by the vendor or hosted by a 3rd party at vendor's expense.

iii. Must be 100% compliant with Payment Card Industry Data Safety Standards (PCI DSS)

iv. The system must provide redundant/failsafe servers which ensure at least 99.9% uptime of all components of the system. The service provider must demonstrate

their ability to maintain system uptime 24/7/365 and publish their contingency plans regarding any downtime. The service provider will be required to immediately notify designated stakeholders (management) via email and/or phone in the event of any system outage.

v. SMS Text to Pay applications to support existing, and updated as needed, Android, iOS, and Windows Mobile versions.

vi. The system must be able to operate independently of parking meters.

vii. The service must feed transactional data in real-time, and in a format acceptable to Baltimore City, to an application processing interface (API). The service's databases must be adaptable to a Microsoft SQL Server environment.

viii. The service must have the ability to be scaled to Interface with weekly, monthly, or annual sales and with City Owned off street parking facilities for future integration.

ix. Must have the ability to manage demand-based pricing.

x. Must have the ability to recognize different rates, hours of operation for each zone throughout the City.

xi. Once notified by PABC the TPP system must update rates, hours of operation within five business days

b. Administrative Access

i. All Administrator-only software systems should have standard and ad-hoc reporting capabilities. These reports shall be able to create standardized predefined reports as well as ad hoc reports concerning operations daily.

ii. In addition, each service provider administrator-only software should offer:

a. The ability to identify what funds were collected by the TPP over time ranges such as day, hour, week, month, quarter, and year.

b. The ability to export all reports into a comma delimited CSV excel file.

c. The ability to pull, query and report on data points including zone, location, hourly meter rate, hours of operation, and more.

iii. The TPP's system must be capable of seamlessly forwarding pertinent transactional data.

iv. Provides transaction reports so that funds reconciliations can be conducted appropriately and timely.

v. The service provider will be required to provide support contact information (both working hours and off-hours) and ensure that there will be adequate support staff available to address any system problems in a timely manner. Any problems encountered will be assigned a priority ranking. This ranking will determine the allowable window for resolution.

vi. The service provider's back-end software will include an easy to learn, intuitive interface to allow active monitoring of the system. The application will include the ability to run standard, configurable reports as may be needed. These reports should be capable of being exported to several popular formats including Microsoft Excel and Word, Adobe PDF, etc.

vii. Provides detailed revenue, technical and utilization reports with the ability for dates to be filtered by City, area within City, and block face within area. Areas for parking will only be defined down to zones/block faces.

viii. Maintains a mobile friendly back office.

ix. Provide ten (10) physical training manuals and 1 digital copy containing detailed information on processes and procedures and step-by-step instructions for system usage.

x. TPP's system must meet all of the "City of Baltimore IT Contract Requirements" (Exhibit F of this RFP).

c. Customer Service

i. Provides end-user customer service for account set-up.

ii. Clearly identify service costs to the customer associated with each transaction.

iii. Provides customers the ability to cancel a parking session at any time.

iv. Includes real-time IVR and web-based account sign-ups and payments. The vendor must allow customers to set-up an account and park immediately at the time of purchase.

v. Provide live, toll free, customer support by telephone or email 24/7/365. The support must be available in English and Spanish at a minimum.

vi. Has customer username and password login applications for repeat users.

vii. Provides text message warnings when a user is approaching the end of a parking session.

viii. Allows purchase of additional time, not to exceed the maximum stay limit, and have the ability to enforce time limits.

ix. Offers customers a virtual receipt at the time of purchase via email or text message of parking transactions.

x. Provides a report or notification for declined transactions during the time the customer is requesting service.

             xi.   The IVR includes a refund request option for customers.

    d. Reporting

        i. PABC administrators must be granted software access rights to run daily reports. Reports should include:

          1. Individual parking Session Report. Individual Parking Session Report is defined as a combination of the following data types from each paid parker occurrence:

            a. Portion of License plate used during parking occurrence. License Plate is redacted to ensure privacy but kept in part to ensure software can be developed in the future to stop meter feeding across apps/meters. Ex: Not 123ABC-MD but XXXABC-MD

            b. Amount of funds paid by the parker for meter payment.

            c. Amount of funds paid by the parker for Vendor use (per transaction fees).

            d. Beginning time of metered parking session

            e. Ending time of metered parking session

            f. Number of times the meter payment was extended beyond the original transaction.

          2. Parking Zone

            a. Frequency of use for a specific zone. This information will need to report daily, weekly, monthly, and yearly.

            b. Average parking time within the specific zone (how many parkers and length). This information will need to report daily, weekly, monthly, and yearly.

            c. Block face/address (preferred, not required)

Parking Enforcement
- SMS Text to Pay Parking Payment Service will:

  - Connect and integrate with all existing parking enforcement software and hardware including License Plate Recognition Cameras and Handheld devices. If there are any certifications or fees required to integrate with Enforcement's Vendor, this will be paid for by the Respondent selected for a contract. At the time of this document's creation the Vendor used by BCDOT Enforcement is GTechna.

- Provide Real-time data to Enforcement devices with minimal keystrokes and allow 24/7 enforcement operations.

- 99% of the time there must be no more than a 100-second lag time from input & approval of parking payment to when the data is shared with parking enforcement handhelds.

- Real-time sharing between databases, allowing for seamless display of vehicle information and parking eligibility in existing software, with no more than 5-minute refresh rates.

Section V – Contractual Requirements

Respondent should be prepared to accept a contract with PABC resulting from this RFP, which will incorporate the following requirements:

1. A 5-year contract with two optional 1-year extensions.

2. The contract will incorporate all City and Other Requirements stated in Sections V and VI of this RFP, respectively.

3. **City of Baltimore IT Contract Requirements:** The City of Baltimore has established IT security requirements in regards to data ownership, information security, data breach notification, and data recovery contingency plans. See **Exhibit F** for City of Baltimore IT Contract requirements

4. The final contract document will be submitted to the Baltimore City Board of Estimates for approval. Approval by the City of Baltimore Board of Estimates is a condition precedent, required for any contract or other transaction resulting from this RFP. Any supplemental contracts or subsequent agreements shall also require approval of the Baltimore City Board of Estimates as a prerequisite.

5. The project shall commence no later than thirty (30) days after the contract is approved by the Baltimore City Board of Estimates.

6. During the evaluation and/or negotiation process, the PABC has the right to require any clarification or change it needs to understand the Respondent's approach to the project and view of the scope of the work. Any changes to the proposal will be made before executing the contract and will become part of the final contract. The recommended Respondent(s) must complete all questionnaires provided by the PABC and/or the City, including current contracts, reference contact information, and history.

Section VI – Other Requirements

1. The Selected Respondent shall procure and maintain during the life of this contract the following required insurance coverage:

Commercial General Liability:	$1,000,000 combined single limit each occurrence for bodily injury and property damage. $3,000,000 aggregate and completed operations.
Umbrella Excess Coverage	$5,000,000
Workers' Compensation	Coverage A – Statutory Coverage B - $1,000,000
Business Automobile Liability:	$1,000,000 combined singe limit

3. The Mayor and City Council of Baltimore, its elected/appointed officials, and its employees; and the Baltimore City Parking Authority and its employees shall be covered, by endorsement, as additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Prime Respondent in connection with the prospective Agreement.

4. The Respondent shall furnish the Parking Authority a Certificate of Insurance with a copy of the additional insured endorsement as verification that coverage is in force. The Parking Authority reserves the right to require complete copies of insurance policies at any time.

5. The Respondent's insurance shall apply separately to each insured against whom the claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability. To the extent of the Respondent's negligence, the Respondent's insurance coverage shall be primary insurance as respects the City, its elected/appointed officials, employees, and agents. Any insurance and/or self-insurance maintained by the City, its elected/appointed officials, employees, or agents shall not contribute with the Respondent's insurance or benefit the Respondent in any way.

6. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the Parking Authority. There will be an exception for non-payment of premium, which requires ten (10) day notice of cancellation.

7. Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or, if not rated with Best's with minimum surpluses the equivalent of Bests' surplus size VII and must be licensed/approved to do business in the State of Maryland.

8. Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render the prospective contract null and void; provided, however, that no act or omission of the Authority shall in any way limit, modify or affect the obligations of the Respondent under any provision of the prospective contract.

9. Neither the Respondent nor the Parking Authority shall be liable to the other for having caused or contributed to any occurrence which gives rise to a casualty or claim required to be insured under the prospective contract. All policies of insurance to be obtained by the Respondent shall provide that any loss shall be payable notwithstanding any act or omission of the Authority or Respondent that might otherwise result in a forfeiture or disclaimer of such insurance by the carrier. The insurance carried by the Respondent shall provide for (i.e., consent to) the waiver of subrogation against the Authority.

10. The Respondent shall indemnify, defend, and hold harmless the Parking Authority, the City, its elected/appointed officials, employees, agents, and volunteers from any and all claims, demands, suits, and actions, including attorney's fees and court costs, connected therewith, brought against the Parking Authority and/or City, its elected/appointed officials, employees, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Respondent, its employees, agents, or volunteers, EXCEPT for activities caused by the sole negligent act or omission of the Parking Authority and/or City, its elected/appointed officials, employees, agents, and volunteers arising out of the prospective Agreement.

11. Bonding will not be required by the Parking Authority for the project.

Section VII – Proposal Content

Proposals should be prepared simply and concisely, providing straightforward descriptions of capabilities, scope of services, design intent, product data, pricing, schedules etc. to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Each copy of the proposal shall be contained in a single volume and bound (except for the Master Copy) with a comb binding or similar binding. All documentation submitted with the proposal should be contained in that single volume.

Proposals should be organized into eight sections, as described below, to be considered responsive. All pages of the proposal should be numbered, and the sections should be separated by a tab or divider. The proposal should contain a table of contents which cross references the nine sections or Tabs listed below.

Additional information which the Respondent wishes to present that does not fall within any of the requirements of the RFP should be inserted in an appropriate place or be attached at the end of the proposal and designated as additional material.

Proposals should be prepared on 8 ½ x 11-inch paper; however, 11 x 14-inch paper is permissible for drawings, renderings, charts, spreadsheets, etc.

1. **Cover Page (**TAB 1   Limit to one page.)

Submit the **Respondent's Submission Agreement**, located on Page 6 of this RFP, and signed by a representative of your organization who can officially represent the Respondent for this submission.

The copy containing the original signatures on the **Respondent's Submission Agreement** should be included in the unbound "Master Copy." See Section IX, Paragraph #4 for additional instructions.

The Contract price is the total of all Parking Authority expenses associated with the Respondent's supply of the SMS Text to Pay Parking Payment Service for the initial 5-year term.

2. Respondent's General Qualifications, Previous Experience, and Identification of Team (TAB 2 Limit to ten pages.)

Respondents must demonstrate in the proposal, using previously completed projects and references, their qualifications in developing and implementing SMS Text to Pay Parking Payment Service Systems. To be considered responsive, Respondents must, at the time of the proposal, be an established business with all required licenses, facilities, equipment, and trained personnel necessary to perform the work as specified in this RFP.

Please provide the following:

a. History and organization of the Respondent firm (i.e., ownership, location, size of company, number of years in business, etc.) that demonstrates the business and general ability of the Respondent to perform the project.

b. Identify the Project Manager for the SMS Text to Pay Parking Payment Service System project including his or her bio or resume.

c. Identify any other key or team members from the Respondent's firm who will be involved in the project.

d. Identify all subcontractors or service providers that will be part of the project team.

Include for each subcontractor or service provider the following: the area of the job or service that will be managed by the subcontractor or service provider, their office location, and the name of the subcontractor's project manager.

e. Identify work on the project that the Respondent intends to self-perform.

f. For the Respondent, list and describe three completed SMS Text to Pay Parking Payment Service Systems.

g. Provide three (3) references. Please include the name of the individual to be contacted, the name of the business or the project, description of the project, telephone number and email address.

3. Description of Scope of Work proposed by Respondent.
(TAB 3 There is no limit on the number of pages that may be included under this section.)

Respondents must give detailed descriptions of the scope of work under the proposal.
A document containing detailed specifications of the System the Respondent offers and how the Vendor's System will meet each aspect of the Scope of Services (section II of this RFP) including the General Specifications, Technical Specifications, Operational Specifications, Evaluation Testing, System Implementation, and Technical Support and Maintenance.

A Complete description of equipment and materials to be provided and services to be performed. This should include a detailed description of the hosting service and all aspects of the application and database management package.

4. **Fee Proposal**
   (TAB 4   Limit to one page)

a. A fee of up to $.35 per transaction may be charged end users Please utilize the one-page spreadsheet, attached hereto as **Exhibit J**, to state the fee per transaction that you would charge end users for the entire initial five (5) year term.

5. Duration and Schedule (TAB 5)

Provide a forecast of the time that it will take to complete the project, with as much detail as is available at this stage of the proposal. The schedule of implementation should be detailed in the form of a qualified timeline that begins from a commencement date outlining the schedule of necessary steps to be undertaken toward fully operational implementation of the System.

6. **Respondent Certification** (TAB 7   Limit to one page.)

Respondent is required to make the following certifications and assurances, in writing, as a required element of their proposal, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award and continuation of the contract resulting from this RFP.

The Respondent certifies that it and/or its authorized representative do not have:

a. Any affiliations with person(s) recognized by law enforcement officers as being habitual criminals or members of criminal cartels.

b. Any convictions or judgments (civil or criminal) for fraud, deceit, or crimes involving moral turpitude.

c. A petition under the Bankruptcy Act, or any state insolvency law, filed by or against any of the named entities.

d. Any order, judgment, or decree of any federal or state authority barring, suspending, or otherwise limiting the right or license of the Respondent to engage in any business practice or activity.

e. A subsidiary or intermediate company, parent company or holding company that was, during the last two (2) years, the subject of any order, judgment, or decree of any federal or state authority barring, suspending or otherwise limiting the right of the Respondent or such other party as listed above to engage in any business, practice, or activity.

7. **List of Exceptions (**TAB 9   Limit to two pages)

This section should contain any exceptions to or deviations from the requirements of this RFP. Respondent must clearly state in writing and explain any exceptions. If there are no exceptions, a statement to that effect must be made.

Section IX – Submission Procedures for Proposals

1. Respondents must submit eight (8) hard copies of the proposal. One (1) copy must have original signatures ("Master Copy") and seven (7) copies may have photocopied signatures.

2. The **Proposal Cover Page**, located on Page 5 of this RFP, must be completed, signed by Respondents, then enclosed in a "sealed" 8 1/2 by 11-inch envelope and marked as "cover page". The sealed envelope is to be placed on top of Master Copy and the seven (7) copies of the Respondent's proposals.

   The information on the **Proposal Cover Page** will be publicly disclosed at the Parking Authority Board of Directors Meetings on September 12, **2023,** at 4:00 p.m.

3. Respondents must submit one (1) electronic copy of the proposal, in either Adobe Acrobat (.pdf), or Microsoft Word (.doc) format.

4. The copy containing original signatures must be unbound and must be marked "Master Copy." The Master Copy of the proposal must be accompanied by the original Respondent's Submission Agreement (page 6 of this RFP) completed and signed by the Respondent's representative authorized to bind the Respondent contractually.

5. A check, in the amount of One Hundred and Fifty Dollars ($150.00), made payable to the Baltimore City Parking Authority must be submitted with the proposal.

6. The proposals must be received by the RFP Coordinator by 4:00 p.m., Eastern Standard Time, on **August 11, 2023**. The RFP Coordinator will not accept faxed or emailed proposals.

7. Terms and prices included in the response must be guaranteed for 120 days from the date of receipt.

8. Late proposals will not be accepted, nor will time extensions be granted. It is the sole responsibility of the Respondent to ensure receipt of proposals by the RFP Coordinator by the specified date and time and at the specified location.

9. All proposals and accompanying documentation become the property of PABC and will not be returned.

10. Proposals which are deemed incomplete by PABC may be disqualified from further consideration.

Section X – Evaluation of Proposals and Selection Criteria

1. Evaluation Procedures

The Respondent must satisfy the mandatory requirements of this RFP to qualify for further consideration. The evaluation process will determine the merits of the Respondent's proposal, the approach, and the relative competitive position.

2. Basis for Evaluation

The responses covering general qualifications and previous experience of the project team, scope and quality of the project, compliance with City and all other legal requirements, and the Contract Price will be evaluated based on information provided in the proposal.

3. Advisory Panel

All proposals will be reviewed by an Advisory Panel that will consist of designated PABC representatives and other City or outside professionals. The Advisory Panel will consider how well the respondent meets all RFP requirements as described in this RFP document.

The Advisory Panel will recommend award of a contract based on the proposal that represents the "Best Value" to the Parking Authority and to the City. Respondents may be short-listed (at PABC discretion) and/or requested to make a presentation to the Advisory Panel.

4. Evaluation Criteria

The following criteria and weights will be used by the Advisory Panel to evaluate each written proposal:

a.	Respondent Qualifications	**40%**
b.	Design, Quality and Scope as presented in Proposal	**40%**
c.	**Fee Proposal**	**20%**

5. Award of Contract

After its review and evaluation, the Advisory Panel will make a recommendation to the Parking Authority Board of Directors. The proposals and the recommendation of the Advisory Panel shall be considered by the Board of Directors, and the Respondent whose proposal is determined to represent the "Best Value" to the Parking Authority and to the City shall be selected.

The Respondent recommended by the Board of Directors shall cooperate with PABC staff in good faith to promptly negotiate, execute and deliver the final contract document. If PABC staff and the selected Respondent fail to negotiate an agreement deemed acceptable by PABC staff, the Parking Authority reserves the right to negotiate a contract with the Respondent that it determines will provide the next best value. The negotiated contract will be presented to the City's Board of Estimates for approval, and that approval may or may not succeed.

6. Conflict of Interest

In the sole judgment of the Parking Authority, all proposals may be subject to disqualification based on conflict of interest. The Parking Authority, at its sole option, may disqualify any proposal based on such a conflict of interest.

Section XI – Rights Reserved by the Parking Authority

1. The Parking Authority reserves the right in its sole discretion to recommend or not recommend the award of a contract related to this RFP based upon the written proposals received by the Parking Authority; to waive minor irregularities; and to conduct discussions with any or all Respondents to serve the best interests of the Parking Authority and the City. All portions of this RFP and the Respondent's proposal will be considered a part of the contract and will be incorporated by reference.

2. The Parking Authority reserves the right, in its sole and absolute discretion, to accept or reject all proposals received as a result of this RFP.

3. No proposal may be withdrawn for a period of one hundred and twenty (120) days subsequent to the Proposal Due Date without the consent of the Parking Authority.

4. No interpretation, explanation, or clarification of the contract will be binding on the Parking Authority unless reduced to writing and signed by the Executive Director of the Parking Authority.

Initial fee (not to exceed $.35) per transaction to be paid by end users for the initial five (5) year term:_____

Exhibit F

City of Baltimore IT Contract Requirements

DEFINITIONS

For purposes of this Agreement:

(1) "Sensitive data" means information that is protected against unwarranted disclosure, to include Personally Identifiable Information (PII), Protected Health Information (PHI), Criminal Justice Information (CJI), Payment Card Industry (PCI) data, or any other private/confidential data as determined by the City, State, or Federal governments.

(2) "Relevant subcontractor" includes any subcontractor that assists the Contractor in the critical functions of the Agreement, handles sensitive data, and/or assists with any related implemented system, excluding subcontractors that provide secondary services that are not pertinent to assisting the Contractor in the critical functions of the Agreement, handling sensitive data, and/or assisting with any related implemented system.

DATA OWNERSHIP

The City solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to any and all City's data. Contractor has no and acquires no right, title or interest, whether express or implied, in and to City's data. Contractor will only use City's data for the purposes set forth in the Contract. The Contractor will only access City's data as necessary for performance of this Contract. Contractor will not access City's user accounts except to respond to service or technical problems or at the City's specific request. All City's data, including copies, summaries and derivative works thereof, must be remitted, in a mutually agreeable format and media, to the City by the Contractor upon request or upon completion, termination or cancellation of the Contract. The foregoing sentence does not apply if the City's Chief Information Security Officer or delegate authorizes in writing the Contractor to sanitize and/or destroy the data and the Contractor certifies in writing the sanitization and/or destruction of the data.

In the event of loss of any City's data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the City. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Agreement (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

INFORMATION SECURITY REQUIREMENTS

The Contractor, including any relevant subcontractor(s), shall implement administrative, physical, and technical safeguards to protect City's data that are no less rigorous than accepted industry standards for information security such as those listed below, and ensure that all such safeguards, including the manner in which City's data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of this solicitation and resulting Agreement.

To ensure appropriate data protection safeguards are in place, the Contractor and any authorized relevant subcontractor(s), who would be handling City's sensitive data or interconnect to City's computerized systems, shall at a minimum implement and maintain the following information technology controls at all times throughout the life of the Agreement. The Contractor and any authorized relevant subcontractor(s) may augment this list with additional information technology controls.

(1)   Agrees to abide by all applicable federal, State and local laws and standards concerning information security and shall comply with all such revisions.

(2)   Conduct basic security awareness training on regular bases, for all Contractor/subcontractor's personnel.

(3)   Establish separate production, test, and development environments for systems supporting the services provided under this Agreement and ensure that production data is not replicated in the test and/or training environment unless it has been previously anonymized or otherwise modified to protect the confidentiality of sensitive data elements.

(4)   Apply hardware and software hardening procedures as recommended by the manufacturer to reduce the Contractor/subcontractor's systems' surface of vulnerability. The purpose of system hardening procedures is to eliminate as many security risks as possible. These procedures may include but are not limited to removal of unnecessary software, disabling or removing of unnecessary services, removal of unnecessary usernames or logins, and deactivation of unneeded features in the Contractor/subcontractor's system configuration files.

(5)   Develop and implement a local patching policy that ensures prompt installation of newly released security relevant patches, service packs and hot fixes on Contractor/subcontractor's systems. The purpose of regular software patches is to eliminate as many software vulnerabilities as possible remediating critical and high vulnerabilities within 30 days.

(6)   The City may require the Contractor provides the City notice in writing of all scheduled or automatic updates. The updates or Software maintenance shall include, but not limited to: cover bugs that did not show during original testing and de-bugging; improvements and enhancements to the Software; patches; new versions of the Software; users discover new ways to make an error; Software environment changes (i.e., new operating system); hardware environment changes; user requirement changes; and communication environment changes (i.e., LAN, internet use).

(1)   Establish policies and procedures to implement and maintain mechanisms for regular internal vulnerability testing of operating system, application, and network devices supporting the services provided under this Agreement. Such testing is intended to identify outdated software versions; missing software patches; and device or software misconfigurations; and validate compliance with or deviations from the Contractor's and/or subcontractor's security policy.

The Contractor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The City shall have the right to inspect these policies and procedures.

(2)   Where website hosting or Internet access is the service provided or part of the service provided, the Contractor and any relevant subcontractor(s) shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the

Contractor's and subcontractor's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The Contractor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The City shall have the right to inspect these policies and procedures.

(3)   Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Agreement, automatically updated, and configured to actively scan and detect threats to the system for remediation.

(4)   Enforce strong user authentication and password controls, including multifactor authentication, over the Contractor/subcontractor's systems supporting the services provided under this Contract to minimize the opportunity for unauthorized system access through compromise of the user access controls. Where feasible, integrate with City's single sign-on (SSO) system for authentications and authorization of end-users to the provided service.

(5)   Ensure City's data under this service is not processed, transferred, or stored outside of the United States.

(7)   Ensure that City's data is not comingled with the Contractor's and subcontractor's other clients' data through the proper application of data compartmentalization security measures. This includes but is not limited to classifying data elements and controlling access to those elements based on the classification and the user's access or security level.

(8)   Apply data encryption to protect City's data, especially sensitive data, from improper disclosure or alteration. Encryption should be applied to data in transit over networks, at rest within the system, and when archived for backup purposes.

(9)   Enable appropriate logging parameters on systems supporting services provided under this Agreement to monitor user activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers as well as information security standards.

(10)   Retain the aforementioned logs and manual or programmatically review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and perform remediation, if required. This requirement can be fulfilled by a security information and event management (SIEM) or other similar security analytics platforms.

(11)   Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of sensitive data from unauthorized access as well as the separation of production and non-production environments.

(12)   Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the services being provided under the Agreement from unsolicited and unauthenticated network traffic.

(13)   Review at regular intervals, at least annually, the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.

(14)   Ensure that the Contractor's and any subcontractor's personnel shall not connect any of their own equipment to a City's network without prior written approval by the City's IT Department.

(15)   Remote access requested by the Contractor to the City's network or systems shall use City's approved remote access solutions

(16)   Establish operational incident handling procedures that include adequate preparation, detection, analysis, containment, recovery, and user response activities; track, document, and report incidents to appropriate authorities.

(17)   The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations.

(18)   If Contractor/subcontractor will be storing or processing City's sensitive data they shall make available, prior to agreement start, for City's review results for any independent audit, such as: SOC 2 Security (Common Criteria), ISO 27001, and other relevant audit results.

DATA BREACH NOTIFICATION REQUIREMENTS

(1) If a breach of security or confidentiality occurs that require notice to the City's employees and/or third parties under federal, state or local laws then the City shall have sole control over the timing, content, and method of notice; and the Contractor cannot notify affected individuals unless the City directs the Contractor in writing. The Contractor shall be liable and reimburse the City for its out-of-pocket costs and expenses incurred in giving notice of any security breach for which the Contractor is partially or fully responsible, even if notice is not legally required.

(2) The Contractor shall notify the City (infosec@baltimorecity.gov) when the Contractor and/or any authorized subcontractor system that may access, process, or store City's data or work

product is
subject to unauthorized access or system compromise. Unauthorized access or system compromise may include compromise by: computer malware, malicious search engine, credential compromise, access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.

    a. The Contractor shall notify the City within two (2) business days of the discovery of the unauthorized access or system compromise.

    b. The Contractor shall notify the City within twenty-four (24) hours if there was a data breach of the City's sensitive data.

(3) If an unauthorized use or disclosure of any City's sensitive data occurs, the Contractor must provide written notice to the City (infosec@baltimorecity.gov) within twenty-four (24) hours after the Contractor's discovery of such use or disclosure and, thereafter, all information the City requests concerning such unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the City. The Contractor's report shall identify:

    a. Nature of the unauthorized use or disclosure;

    b. Sensitive data used or disclosed;

    c. Who made the unauthorized use or received the unauthorized disclosure;

    d. What the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and

    e. What corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

CONTINGENCY / DISASTER RECOVERY PLANS

(1) The Contractor and any authorized relevant subcontractor(s) shall have robust contingency and disaster recovery plans in place to ensure that the services provided under this Agreement will be maintained in the event of disruption to the Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.

(2) The contingency and disaster recovery plans must be designed to ensure that services under this Agreement are restored after a disruption within (specify the time duration in hours or days in which services must be restored) in order to avoid unacceptable consequences due to the unavailability of services.

(3) Such contingency and disaster recovery plans shall be available for the City to inspect at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Agreement.

END OF CONTRACT TRANSITION

(1) The Contractor shall cooperate in the orderly transition of services from the Agreement to any subsequent contract for similar services. The transition period shall begin ninety (90) days (or a different amount of days, at the City's discretion) before the Agreement end date, or the end date of any final exercised option or contract extension. The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the City. The City may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of Contract.

(2) Within sixty (60) days after the effective date of termination or expiration of this Agreement or upon the City's request, for any reason, the Contractor shall either scrub, return, or destroy, as directed by the City, all City's data provided to the Contractor by the City, including all City's data provided to, or in the possession of, the Contractor's employees, subcontractors, agents, or other affiliated persons or entities. Any such remittance, sanitization or destruction will be at the Contractor's sole cost and expense.

(3) In the event that returning or destroying the City's data is not feasible, the Contractor shell provide notification of the conditions that make return or destruction not feasible, in which case, the Contractor must continue to protect all City's data that it retains, and the Contractor agrees to prevent further uses and disclosures of such data given the return or destruction of the data is not feasible as the Contractor maintains such data.

(4) Upon request by the City made or within thirty (30) days after the effective date of termination or expiration of this Agreement, the Contractor will make available to the City for a complete and secure (i.e. encrypted and appropriated authenticated) download file of City's data including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format. The Contractor will be available sixty (60) days after providing the City's data to answer questions about data schema, transformations, and other elements required to fully understand and utilize the City's data file. After such sixty (60) day period, the Contractor, its hosted service provider, and relevant subcontractors shall have no obligation to maintain or provide any City's data and shall thereafter, unless legally prohibited, delete in such a manner as prevents recovery through normal/laboratory means, all City's data in its systems or otherwise in its possession or under its control. Any such remittance, sanitization or destruction will be at the Contractor's sole cost and expense.

(5) It is not just City's data that needs to be returned once this agreement has expired or is terminated. The City might hold confidential information belonging to the Contractor. Accordingly, all confidential information of each party should be returned (or destroyed) and confirmation of destruction of such confidential data (as applicable) must be in writing.

(6) The Contractor acknowledges that it provides services that are critical to the City's business and operations. If the Contractor fails to meet the service levels described in this document, the City may terminate its entire contract with the Contractor, with no penalty.

(7) When the City terminates this Agreement, it may be moving to a competitor. Often the City will need assistance in transferring its data from the Contractor's system to the competitor's system. Any such assistance should only be provided in return for mutually agreed upon payment for such additional services, as such assistance could be substantial and time consuming. However, the City shall not pay for such assistance when it terminates the Contractor for default as such assistance will be at the Contractor's sole cost and expense.