REQUEST FOR PROPOSALS

EMV compliant Point of Sales Cash Register Systems

RHODE ISLAND CONVENTION CENTER

One Sabin Street, Providence, RI 02903

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ARTICLE 1

DEFINITIONS

1.1 **Request For Proposals (RFP)** Consists of the Invitation to Bid and the Instructions to Respondents.

1.2 A **Response** is a complete and properly signed proposal to do the Work as stipulated therein, submitted in accordance with the RFP.

1.3 A **Respondent** is a person or entity who submits a Response.

1.4 **Financial Terms** means the amount of compensation to be received by Vendor as Evidenced by the Contract Documents, during the contract time.

1.5 **Work** is the services to be performed by the successful Respondent as outlined in Article 7 Scope of Work.

1.6 The **Rhode Island Convention Center Authority (RICCA)** is the governing Office that oversees the management of the Rhode Island Convention Center.

1.7 The **Rhode Island Convention Center (Center)** is the location where the work is to be performed.

1.8 **SMG** is the business firm that manages the Rhode Island Convention Center for the Rhode Island Convention Center Authority.

1.9 **Event** is the period of time during which the Center is occupied by licensees.

1.10 **Vendor** is the organization with whom SMG contracts to provide **services** at the Center.

ARTICLE 2

CRITICAL DATES

2.1 The following are the critical dates and times:

Respondents Notification: Friday, November 13, 2015
Response Due Date: November 20, 2015, 2:00pm
Commencement: November 30, 2015

ARTICLE 3

PROPOSAL DOCUMENTS

3.1 COPIES

3.1.1 One complete RFP may be obtained by interested parties, at no cost, from the Rhode Island Convention Center.

3.1.2 Additional copies of the RFP may be secured at a cost of $5.00 to the Respondent upon request and payment to the issuing office designated in the Advertisement.

3.1.3 In making copies of the RFP available on the above terms, the RICCA and SMG do so only for the purpose of obtaining Responses on the Work and do not confer a license or grant permission for any other use of the RFP.

ARTICLE 4

PROCEDURES

4.1 FORM AND STYLE OF RESPONSES

4.1.1 Responses must include the following:

a. Company History/Qualification. Provide a detailed history of Respondent and a statement of qualifications including a description of comparable services provided for comparable projects including dates.

b. Financial Qualifications. Provide evidence that Respondent has the financial ability to perform the Work. Respondent must provide their last two (2) financial statements. In the case of a subsidiary, statements must be on the operating entity. No statement of the parent or holding company is acceptable.

c. If the Respondent is a Minority Business Enterprise certified by the Rhode Island Department of Economic Development, the Response should so indicate.

d. References. Provide five (5) references on the attached sheet stating name, title, company, address and telephone number and total value of services performed for each reference, and length of contract services (i.e. 3 years).

4.1.2 All Responses shall be typewritten without erasures or deletions.

4.1.3 Each copy of the Response shall include the legal name of the Respondent and a statement identifying the Respondent as a sole proprietor, partnership, corporation or other legal entity as appropriate. Each copy shall be signed by the person or persons legally authorized to bind the Respondent to a contract. A

response by a corporation shall further give the state of incorporation and whether the Respondent is qualified to do business in Rhode Island as a foreign corporation. A Response submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Respondent.

4.2 PROPOSED TERM OF THE BID

4.2.1 All costs must be identified on the supplied bid sheet.

4.2.2 Respondent shall propose a Fixed Fee proposal to provide all the Work as described herein. Respondent may also propose a Fixed Fee proposal for multiple services. RICCA reserves the right to choose the alternative which in its estimation is in the best interest of SMG and RICCA.

4.3 SUBMISSION OF RESPONSES

4.3.1 Submit three (3) properly executed responses with any other documents required to be submitted in a 9 x 12 sealed opaque envelope. The envelope shall be identified with the Respondent name and address, the type of Response **(EMV compliant Point of Sale Systems**) and the proposal due date to the following address:

Rhode Island Convention Center
One Sabin Street
Providence, Rhode Island 02903
Attention: Amanda Marzullo Wilmouth

4.3.2 Sealed responses shall be submitted no later than 2:00 p.m., E.S.T. on the response due date. Immediately thereafter, Responses will be opened and acknowledged. Responses received after that time and date will be returned unopened. The Respondent shall assume full responsibility for timely delivery at the location designated for the receipt of Responses.

4.3.3 Submission of a response signifies careful examination of the RFP and the complete understanding of the nature, extent and location of the Work to be performed.

4.3.4 Oral, telephonic or telegraphic Responses are invalid and will not receive consideration.

4.4 CLARIFICATION

4.4.1 Each Respondent shall carefully examine all RFP documents and related materials, addenda or other revisions, to thoroughly familiarize themselves with all requirements prior to submitting a Proposal. Should a Respondent find discrepancies or ambiguities in, or omissions from the Proposal documents, or should the Respondent be in doubt as to their meaning, Respondent shall at once and in any event, not later than seven (7) days prior to the proposal due date, submit to SMG a written request for interpretation or correction thereof.

4.1.2 The person submitting the request for clarification will be responsible for its prompt delivery to the Director of Facilities at the address noted above. Facsimile requests for clarification will be accepted at (401) 458-6500. Each Respondent is responsible for confirming receipt of any facsimile materials to SMG.

4.1.3 Any interpretation or correction of the RFP will be made only by written addenda to all Respondents. No allowance will be made after Proposals are received for oversight, omission, error, or mistake by the Respondent or SMG. Addenda so issued will become part of the Proposal Documents and receipt thereof by the Respondent shall be acknowledged in the Proposal.

4.5 MODIFICATION OR WITHDRAWEL OF RESPONSE

4.5.1 A Response may not be modified, withdrawn or cancelled by the Respondent during the time period following the date designated for the opening of the Responses, and each Respondent so agrees in submitting a Response.

4.5.2 Prior to the time and date designated for receipt of Responses, a Response submitted may be modified or withdrawn by notice of the party receiving Responses at the place designated for receipt of Responses. Such notice shall be in writing over the signature of the Respondent. A change shall be so worded as not to reveal the amount of the original Response.

4.5.3 Withdrawn Responses may be resubmitted up to the date and time designated for the receipt of Responses provided that they are then fully in conformance with these Instructions to Respondents.

4.6 DUE DILIGENCE

4.6.1 Prior to submitting a Proposal, each Respondent shall make all investigations and examinations necessary to ascertain conditions and requirements affecting operation of the proposed services. Failure to make such investigation and examinations shall not relieve the successful Respondent of the obligation to comply, in every detail, with all provisions and requirements, nor shall it be a basis for any claim whatsoever for alteration in any provision required by the Contract.

4.7 CONDITIONS AND LIMITATIONS

4.7.1 The Proposals and any information made a part of the Proposals will become part of SMG and RICCA's official files without any obligation on SMG and RICCA's part to return them to the individual Respondent(s).

4.7.2 This RFP and the selected Respondent(s) Proposal may, by reference, become a part of any formal Contract between SMG and Respondent resulting from this solicitation.

4.7.3 Respondent(s) shall not offer any guarantees, favors, or anything of monetary value to any official or employee of SMG, RICCA or the State of Rhode Island for the purposes of influencing consideration of a proposal.

ARTICLE 5

CONSIDERATION OF RESPONSES

5.1 OPENING OF RESPONSES

5.1.1 The properly identified Responses received on time will be opened publicly and acknowledged.

5.1.2 To be considered for the award, a Respondent must be experienced and regularly in the business of providing the Scope of Work required by the RFP, and must have a business phone and be available for consultation.

5.2 REJECTION OF RESPONSES

5.2.1 SMG shall have the right to reject any or all Responses, reject a Response not accompanied by the data required by the RFP, or reject a Response which is in any way incomplete or irregular.

5.3 ACCEPTANCE OF A RESPONSE

5.3.1 It is the intent of SMG to award a Contract to the qualified and responsive Respondent submitting the response which is in the best financial interest of SMG and RICCA, provided the Response has been submitted in accordance with the requirements of the RFP. SMG shall have the right to accept the Response which in SMG's judgment, is in the best interests of SMG and RICCA.

5.3.2 Following the evaluation of written proposals, Respondent(s) may be requested to offer oral presentation to SMG. Failure to comply with such a request will disqualify Respondent from consideration.

5.4 TIME OF AWARD

5.4.1 Responses will be irrevocable for thirty (30) days from the date of opening. It is the intent of SMG to enter into contract negotiations with the Respondent under consideration for the provision of services of the highest quality obtainable.

5.4.2 This RFP does not commit SMG to the awarding of a Contract.

5.4.3 The RICCA or SMG will not be liable for any costs incurred in the preparation and presentation of the Response.

ARTICLE 6

FORM OF AGREEMENT BETWEEN SMG AND RESPONDENT

6.1 The successful Respondent will be required to enter into a written Contract with SMG.

6.2 **MINORITY BUSINESS ENTERPRISE**

6.2.1 SMG may, after considering the financial impact to SMG and RICCA, prior to making a final determination of award, apply special consideration to the offer of Minority Business Enterprises in accordance with the Rhode Island General Laws and the applicable regulations.

6.2.2 A Minority Business Enterprise shall mean a small business concern owned and controlled by one or more minorities or women and is certified by the Rhode Island Department of Economic Development to meet the definition established by Rhode Island law.

6.3 EVALUATION CRITERIA

6.3.1 The successful Respondent shall be determined by the following criteria:

6.3.1.1 Respondents must demonstrate the ability to provide the Work specified by furnishing information regarding its expertise, experience, financial soundness and integrity.

6.3.1.2 Respondents and personnel must demonstrate an understanding of the Work required and be able to dedicate sufficient time to be able to complete the Work required.

6.3.1.3 Respondents must demonstrate that Jobs of similar scope and/or magnitude have been successfully maintained.

6.3.1.4 Responses will be evaluated on the basis of the above and the relative merits of the proposal, in addition to price.

6.3.1.5 SMG reserves the right to award the Contract on the basis of the initial Response.

ARTICLE 7

SCOPE OF WORK

The Center is looking to replace its cash registers used for food and beverage concessions and portable bars. All related equipment must be modern EMV compliant Point of Sale systems that will fulfill its needs.

7.1.1 Respondent services shall include, but not be limited to the following:

7.1.2 The units will need to accept EMV chip and credit and debit cards.

7.1.3 The units will need to be a cloud based that allows for remote updating of pricing, reporting, and the possibility of inventory tracking.

7.1.4 The units will need to be lightweight mobile units. Some units will be in permanent locations but the rest will need to be moved depending on customer and client needs.

7.1.5 We will be looking for 30 units.

7.1.6 Any monthly or annual costs must be listed on the itemized pricing sheet with an explanation.

7.1.7 Vendor must be able to provide 24/7 support.

7.1.8 Vendor must be able to provide on-site training.

7.2 EXCLUSIVITY

7.2.1 It will be the privilege of the Respondent to provide, on an exclusive basis, complete services within the Center, and to offer to provide services to Licensees who utilize Center facilities. Respondent understands that this right is not considered exclusive to Licensees, and further understands that while RICCA shall endeavor to encourage the use of Respondent's services, SMG shall not be responsible for ensuring such use. Further, Respondent shall not provide services to any other company at the site unless notifying SMG in advance, for which approval must be requested.

7.3 USE OF FACILITIES

7.3.1 The Vendor's employees must check-in and exit the Center at the designated security door only.

7.3.2 The Vendor's truck and other vehicles must have the company name or logo permanently attached and must be parked in authorized areas or spaces only.

7.3.3 The Vendor shall take all precautions necessary and shall bear the sole responsibility for the safety of the Work, and the safety and adequacy of the methods and means it employs in performing Work. Vendor, while on the Center's grounds must also observe any safety requirements imposed by SMG.

7.4 LENGTH OF CONTRACT

7.4.1 The Contract under which these privileges shall be granted will be for the term of three (3) years. At the conclusion of term, RICCA/SMG shall retain the option to renew the Contract, subject to the mutual agreement of both parties. RICCA/SMG shall reserve the right to terminate this contract at any time on thirty (30) days notice, without penalty.

7.4.2 Vendor shall understand that legislation passed by the State of Rhode Island, during the Contract Term, to decrease or regulate prices may cause the parties hereto to re-negotiate or adapt the Agreement to the laws as they are written.

7.5 BONDING

7.5.1 The purchasing agent may require the Vendor to execute a Performance and Payment Bond, in a form acceptable to RICCA/SMG, in the amount of One Hundred Thousand Dollars ($100,000.00) with Corporate Surety to secure the performance by the Vendor of all terms of the Contract. The Performance and Payment Bond shall name SMG and RICCA as beneficiaries and be in place upon the execution of the Contract.

7.6 INSURANCE

7.6.1 During the contract term, the Vendor will maintain, at its sole cost and expense, policies written by an insurance company or companies approved by SMG, authorized and licensed to do business in the State of Rhode Island and rated not less than "A-" by the most current Best's Manual. All such insurance coverage, with the exception of Workers' Compensation, shall name SMG, the Center, RICCA, the State of Rhode Island and their employees, agents, officers and directors as additional insureds on a primary and non-contributing basis there under and a waiver of subrogation in favor of all additional insureds shall apply to all such coverage. Evidence of such coverage being in place will be promptly delivered to SMG prior to the Commencement of the Term. All such coverage

shall be endorsed to indicate that coverage will not be materially changed or cancelled without at least thirty (30) days,' prior written notice to SMG, such prior notice being mandatory. The Vendor will provide SMG with evidence of the renewal of all coverage required for the Contract. Such coverage shall include the following:

a. Comprehensive General Liability coverage in the amount of $2,000,000 in the aggregate and $1,000,000.00 each occurrence. This coverage must be written on an occurrence form, claims made policies will be unacceptable. The Comprehensive Liability insurance shall cover the vendor, SMG, the Center, RICCA, the State of Rhode Island and their respective employees, agents, officers and directors from and against any claim arising out of personal injury and/or property damage as a result of the operations of the Vendor or its failure to comply with the terms and provisions of the Contract. Such policy or policies for the insurance shall include coverage for claims of any persons as a result of incidents directly or indirectly related to the employment of such persons by the Vendor or by any other persons. This coverage shall include blanket contractual insurance and such coverage shall make express reference to the indemnification provisions set forth in the Contract.

b. Worker's Compensation Coverage, as statutorily required by the State of Rhode Island, for all employees of the Vendor. Employer's Liability coverage on the Workers' Compensation policy shall be written in the minimal amount of $1,000,000.00.

c. Excess Liability Coverage in the amount of $5,000,000.00 shall be in the form of an Umbrella policy rather than a following form excess policy. This policy or policies shall be specifically endorsed to be excess for the required Comprehensive General Liability Coverage, the Employees' Liability Coverage on the Workers' Compensation policy, and the Comprehensive Automobile policy.

d. Comprehensive Automobile Liability Coverage, in an amount not less than $1,000,000.00, shall be maintained. Such coverage will include all owned, non-owned, leased and/or hired motor vehicles, which may be used by the Vendor in connection with the services required under this Contract.

e. Insurance against Loss and/or Damage to fixtures, furnishings, equipment and other personal and business property of the Vendor and the Center upon the premises by fire or other such casualty as may be generally included in the usual form of extended coverage in an amount equal to the replacement costs of such property. Such insurance shall provide coverage for the personal property of others in the care, custody and control of the Vendor that is used by the Vendor for the Work.

7.7 INDEMNIFICATION

7.7.1 The Vendor hereby agrees to indemnify and keep indemnified, defend, hold and save harmless RICCA, SMG, the State of Rhode Island and their respective agents, representatives, directors, officers and employees from and against any and all actions, causes of action, claims, demands, liabilities, losses, penalties, judgments, awards, costs, damages or expenses of whatsoever kind and nature, including reasonable counsel or attorneys' fees and court costs, which RICCA, SMG, the State of Rhode Island and their respective agents, representatives, directors, officers and employees shall or may at any time sustain or incur, directly or indirectly, by reason of (a) any breach by the Vendor of any representation, warranty, covenant or agreement in the Contract, (b) any failure by the Vendor to perform its obligations under the Contract, (c) failure by the Vendor or its agents, employees, suppliers or subcontractors to observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations, or (d) arising out of or resulting from the Work, provided that any such claim, damage, loss or expense with respect to the Work is (i) attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting there from, and (ii) caused in whole or in part by any negligent act or omission of the Vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. By virtue of this indemnification clause, the Vendor does not waive any rights or defenses it may have with respect to any such claims, demands and causes of action, including the right of contribution.

7.7.2 In any and all claims against SMG, the State of Rhode Island, RICCA and their respective agents, representatives, directors, officers or employees by any employee of the Vendor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 7.7.1 shall not be limited in any way by any limitation on the amount of the type of damages, compensation or benefits payable by or for the Vendor or any subcontractor, the workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

7.8 LABOR

7.8.1 Vendor shall provide, at its own expense, qualified or licensed labor in the applicable trades.

7.8.2 Employees shall be uniformly dresses, clean and neat in appearance. All employees must display identification prominently while on the Center premises.

7.8.3 All employees shall be qualified and properly trained in the handling and use of all Equipment used in and around the Center.

7.8.4 RICCA has the right of approval of any and all Vendor employees.

7.8.5 SMG has the right to assign and adjust all work hours and schedules not to impact any Events at the Center.

7.8.6 <u>Equal Employment Opportunity Compliance</u> – The Vendor is required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375. Affirmative action plans shall be submitted by the Vendor to the RICCA, if required. Vendor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties.

7.8.7 <u>Prevailing Wage Requirement</u> – In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the prevailing rate of per diem wages and general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workmen needed to execute this Work is a requirement for both contractors and subcontractors for all public works.

7.8.8 <u>Drug-Free Workplace Requirement</u> – In Accordance with Executive Order No. 91-14, Vendor shall abide by Rhode Island's drug-free workplace policy and the Vendor shall so attest by signing a certificate of compliance.

7.9 PERMITS, LICENSES AND LAWS

7.9.1 Vendor shall be required to provide and maintain any permits and licenses required by law at its own expense.

7.9.2 Vendor shall at all times observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations, and shall indemnify, save and hold harmless, the RICCA and SMG and all of their officers, agents and employees against all claims or liability arising from or in connection with the violation of any such law, ordinance, rule or regulation, whether such violation is caused by Vendor, or its agents, employees, suppliers, or subcontractors.

END OF SECTION

Point of Sale Systems Bid Sheet

TOTAL PRICE $_____

ITEMIZED PRICING

Price per unit $_____

Monthly cost $_____

Annual cost $_____

Miscellaneous cost/fees $_____

The undersigned hereby declares that it:

1. Is thoroughly familiar with the provisions of the bid documents and conditions at the site.
2. Have the equipment, technical ability, experience, references, personnel and facilities to properly complete, coordinate and fulfill its obligations, should it be selected as the successful bidder.

Bidder :_____(Print Name of Company)

_____

(Print Name of authorized officer) (Signature of authorized officer) (Date)

Address:

_____

Servicer Contact Name Email:

_____ _____

Telephone Fax #:

_____ _____

Equipment Manufacturer (if different from Vendor): _____

REFERENCES

In the space provided below please enter company references and contact personnel with phone numbers for jobs similar in nature to the type of work required for the Rhode Island Convention Center.

Company Name:_____
Contact Name:_____
Contact Title:_____
Phone Number:_____
Type of Service Provided and Dates:_____

Company Name:_____
Contact Name:_____
Contact Title:_____
Phone Number:_____
Type of Service Provided and Dates:_____

Company Name:_____
Contact Name:_____
Contact Title:_____
Phone Number:_____
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