

VOUCHER # 11113974

PUBLISHED – LEGAL

**PROPOSALS TO BE OPENED:
August 5, 2016**

NOTICE TO PROPOSERS

Notice is hereby given that sealed proposals will be received by the City of Baton Rouge and the Parish of East Baton Rouge Purchasing Division until August 5, 2016 at **2:00 P.M.** local time in Room 826, of City Hall, 222 St. Louis Street, Eighth Floor, Baton Rouge, Louisiana, 70802-5817 for:

Downtown Parking Management Services

Proposals received after the above specified time will not be considered. Proposals will be opened immediately after proposal opening time in Room 826, of City Hall. All interested parties are invited to be present.

Copies of the Solicitation and Contract Documents shall be obtained from the states central solicitation site LaPac at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102> or by telephoning 225-389-3259, extension 0, by fax request to 225-389-4841, or by email request to purchasinginfo@brgov.com.

The right to reject any and all proposals and to waive irregularities and informalities is reserved.

The City-Parish is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers/Prospective Contractors are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or subcontractors.

All questions concerning the Solicitation and Contract Documents must be received in accordance with the Schedule of Events cited in section 1.3 of the Solicitation documents and as further defined in section 1.7.2 Proposer Inquiry Periods of the same document.

*Note: The City-Parish has elected to use LaPAC, the state's online electronic bid posting and notification system, in addition to its standard means of advertising this requirement. LaPAC is resident on State Purchasing's website at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders/proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates. Though not required if receiving solicitation and addenda notices from LaPAC, City-Parish will mail addenda to all vendors contacting our office and requesting to be put on our office Vendor Listing for this solicitation.

REQUEST FOR PROPOSAL

Downtown Parking Management Services



Solicitation No: 20008-16 Downtown Parking Management

Proposal Opening Date: August 5, 2016

Proposal Opening Time: 2:00 p.m. CDT

**City of Baton Rouge/Parish of East Baton Rouge
Office of the Mayor-President
Division of Purchasing**

June 17, 2016

NOTE TO PROPOSERS:

- 1) Submit the separate set of Proposal Forms with all required information as your Proposal.
- 2) Retain the complete set of Specifications and Contract Documents for your file.

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REQUEST FOR PROPOSAL FOR DOWNTOWN PARKING MANAGEMENT SERVICES

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The City-Parish desires to improve and enhance the City-Parish parking operations in a manner that is measurable, that maximizes efficiency, effectiveness and responsiveness, provides marketing innovation, maximizes revenue and reduces operational costs. The City-Parish expects the Contractor to improve efficiencies through the implementation of current parking industry best practices and use of technologies at the City-Parish's three parking garages and metered on-street parking by keeping in mind the following goals:

- Provide affordable short-term parking for downtown visitors, while creating turnover for businesses
- Provide clean, safe and convenient facilities for downtown visitors and neighboring businesses
- Utilize creative marketing strategies to increase revenue and attract new contract, event, and hourly parkers
- Reduce operating expenses through efficient business practices, new technologies and upgraded facilities
- Maintain and enhance business and community relationships

Additional background information regarding on-street parking in Baton Rouge can be viewed in the City of Baton Rouge Downtown Parking Update report from December 2014, located at the following URL: <https://frego.sharefile.com/d-s8ca5f663927485fb>

Diagrams of the River Center East and West parking garages are located at the following URL: <https://frego.sharefile.com/d-s256dc049b3446f39>

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by City-Parish governing statutes, ordinances, resolutions and policies from bona fide, qualified proposers who are interested in providing expertise for on-street and parking garage management including:

- Parking structure management and operation,
- Bookkeeping, accounting, auditing, financial reporting, effective and efficient management controls,
- Maintaining parking equipment,
- Keeping facilities in clean, safe, secure and presentable condition at all times.

- o Event parking

The City-Parish will partner with the selected contractor on the following planned upgrades to the on-street and off-street parking. Purchase and installation will be done after selection of the parking manager and receiving their advice on competitive procurement for equipment purchase. All equipment will be purchased by the City-Parish.

- a. Replacement of on-street single space meters with multi-space meters
- b. Fully automate the River Center East and West Garages and basement sub-levels one and two of City Hall (222 St. Louis St.) with Parking Access and Revenue Control (PARC) systems.

1.1.2 Goals and Objectives

Proposals shall demonstrate the level of service and high profile standards the Contractor can offer to the City-Parish and include the value-added features and creativity that sets your company apart from all other candidates. The successful proposer will have substantial experience in, and a demonstrated ability to, successfully operate the on-street and off-street parking including sufficient financial and organizational resources. The Contractor will be required to perform their duties in compliance with the terms outlined in this RFP.

1.2 Definitions

- A. Shall- The term “shall” denotes mandatory requirements.
- B. Must- The terms “must” denotes mandatory requirements.
- C. May- The term “may” denotes an advisory or permissible action.
- D. Should- The term “should” denotes desirable.
- E. Contractor- Any person having a contract with a governmental body.
- F. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the City-Parish authorized to participate in any contract resulting from this solicitation.
- G. State- The State of Louisiana.
- H. Department- Mayor’s Office.
- I. Director- Director of Purchasing
- J. City-Parish- City of Baton Rouge-Parish of East Baton Rouge.
- K. Discussions - For the purposes of this presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this.

L. Operator – Person or company submitting a proposal to fulfill the requirements of this
M. Ambassador - The Ambassador will provide customer service to patrons, enforcement for all parking or vehicle related ordinances. The Ambassador provided by the Contractor shall be supervised by Contractors designated supervisor or manager during working hours.

1.3 Schedule of Events

<i>Item</i>	<i>Anticipated Schedule</i>
<i>RFP mailed to prospective proposers</i>	<i>June, 17, 2016</i>
<i>Pre-Proposal Conference (non-mandatory, but attendance is strongly urged)</i>	<i>July 8, 2016 (City Hall at 10:00 a.m.(local) 222 St. Louis Street, 8th Floor, DPW Training & Resource Conference Center</i>
<i>Deadline to receive written inquiries</i>	<i>July 15, 2016</i>
<i>Deadline to answer written inquiries</i>	<i>July 22, 016</i>
<i>Proposal Opening Date (deadline for submitting proposals)</i>	<i>August 5, 2016 at 2:00 PM (Local Time)</i>
<i>Oral discussions with proposers</i>	<i>TBD</i>
<i>Notice of Intent to Award to be mailed</i>	<i>TBD</i>
<i>Contract Initiation</i>	<i>Approximately September 2016</i>

NOTE: The City-Parish reserves the right to deviate from these dates.

1.4 Proposal Submittal

This is available in PDF format or in printed form by submitting a written request to the Contact. (See Section 1.7.2 for this contact)

All proposals shall be received by Purchasing **no later than the date and time shown in the Schedule of Events.**

Important - - Clearly mark outside of envelope, box or package with the following information and format:

X **Proposal Name:** **Downtown Parking Management**
X **Solicitation No.** **20008-16- Downtown Parking Management Services**
X **Proposal Opening Date & Time:** **August 5, 2016, 2:00 p.m. CDT**

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.

Proposals may be delivered by hand or courier service to our physical location at:

City of Baton Rouge/Parish of East Baton Rouge
Purchasing Division
City Hall

222 Saint Louis Street, 8th Floor, Room 826
Baton Rouge, LA 70802-5817

Or mailed to:

City of Baton Rouge/Parish of East Baton Rouge
Purchasing Division
P.O. Box 1471,
Baton Rouge, LA 70821

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

1.5 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

All potential proposers who are furnished a copy of this but do not elect to offer a proposal for this project are requested to submit a negative reply. Specific comments and observations are welcomed and encouraged.

- A. **Cover Letter:** Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the City-Parish. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the proposal must be:
1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
 2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
 3. Other documents indicating authority which are acceptable to the public entity.

Proposers should exhibit their understanding and approach to the project and

address how each element will be accomplished.

The cover letter should also:

- Identify the submitting Proposer;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

B. **Table of Contents**: Organized in the order cited in the format contained herein.

C. **Proposer Qualifications and Experience**:

The City-Parish is seeking a Contractor that can demonstrate:

- Extensive experience in operating self-park facilities, municipal on-street and off-street parking operations; event parking;
- Organizational depth and management capabilities;
- The ability to provide and maintain a high level of service; and
- Financial capacity.

D. **Compliance**: Illustrating and describing compliance with the RFP requirements.

E. **Innovative Concepts**: Present innovative concepts, if any, not discussed above for consideration.

F. **Project Schedule**: Detailed schedule of implementation plan for full project implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.

G. **Financial Proposal**: Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the City-Parish.

1.5.1 Number of Response Copies Seven (7) copies shall be submitted, and the original documents

Each Proposer shall submit one (1) signed original response. Seven (7) additional copies of the proposal should be provided, as well as one (1) electronic copy via compact disk or flash drive, as well as one (1) redacted copy, if applicable (See Section 1.6.).

1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested is desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a

straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the City-Parish shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City-Parish's right to use or disclose data obtained from any source, including the proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the City-Parish and hold the City-Parish harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the City-Parish to disclose the information. If the owner of the asserted data refuses to indemnify and hold the City-Parish harmless, the City-Parish may disclose the information.

The City-Parish reserves the right to make any proposal, including proprietary information contained therein, available to the Purchasing Division personnel, the Office of the Mayor-President, or other City-Parish agencies or organizations for the sole purpose of assisting the City-Parish in its evaluation of the proposal. The City-Parish shall require said individuals to protect the

confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed."

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference

A non-mandatory pre-proposal conference will be held at City Hall on **July 8, 2016** (*City Hall at 10:00 a.m. (local time) 222 St. Louis Street, 8th Floor, DPW Training & Resource Conference Center*). Prospective proposers may participate in the conference to obtain clarification of the requirements of the Request for Proposal and to receive answers to relevant questions.

While the Pre-Proposal Conference is not mandatory, Proposers are highly encouraged to attend. The City shall have key personnel in attendance to answer questions and discuss issues that may arise. Proposers are expected to raise any questions or issues they have concerning the RFP document at this point in the process. In order for questions to be answered at the Conference, they shall be submitted via email to purchasinginfo@brgov.com by 2:00 PM local time on July 6, 2016. Questions not submitted in advance may be asked at the Conference, but may or may not be answered at the Conference.

The City does not intend to issue minutes or notes from the Conference. However, written clarifications or addenda deemed necessary by the City will be posted on the Purchasing Website. It is the obligation and responsibility of the Proposers to learn of any addenda, responses or notices issued by the City as a result of the Conference.

Proposers shall note that only the City's written answers provided after the Conference will be binding. These answers shall represent the City's official position and will supersede any previous oral statements made during the Conference or at any time by City representative or personnel.

1.7.2 Proposer Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference, if held) and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events (See Section 1.3). Initial inquiries shall not be entertained thereafter.

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from City-Parish's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is issued (or, posted to the LaPAC website at:

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102.>)

If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

Any person aggrieved in connection with the specifications contained therein shall submit questions or concerns in writing to Director of Purchasing (see Sect. 1.46) during the RFP period. Otherwise, this will be construed as acceptance by the proposers that the intent of the specifications is clear and that competitive proposals may be submitted as specified herein. Protests with regard to the specification documents will not be considered after proposals are opened.

*Note: The City-Parish has elected to use LaPAC, the state's online electronic bid posting and notification system that is resident on State Purchasing's website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102> and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates.

No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any City-Parish employee or City-Parish consultant. The City-Parish shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the City-Parish. Answers to questions that change or substantially clarify the solicitations shall be issued by addendum and provided to all perspective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

City of Baton Rouge/Parish of East Baton Rouge
Attention: Patti J. Wallace
Purchasing Division
City Hall
222 Saint Louis Street, 8th Floor, Room 826

or
P.O. Box 1471
Baton Rouge, LA 70802-5817
Baton Rouge, LA 70821
E-Mail: purchasinginfo@brgov.com

Phone: (225) 389-3259 / Fax: (225) 389-4841

1.8 Errors and Omissions in Proposal

The City-Parish will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The City-Parish reserves the right to make corrections or clarifications due to patent errors identified in proposals by the City-Parish or the Proposer. The City-Parish, at its option, has the right to require clarification or additional information from the Proposer.

1.9 Proposal Guarantee: Not required for the RFP

1.10 Performance Bond: Not required for the RFP

1.11 Changes, Addenda, Withdrawals

The City-Parish reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The City-Parish also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing prior to the proposal opening, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, and submitted in a sealed envelope marked as stated in Section 1.4. Such shall meet all requirements for the proposal.

1.12 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to Purchasing.

1.13 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the City-Parish pursuant to the RFP.

1.14 Waiver of Administrative Informalities

The City-Parish reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

1.15 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the City-Parish to award a contract. The City-Parish reserves the right to accept or reject any or all proposals submitted or to cancel this if it is in the best interest of the City-Parish to do so.

Failure to submit all non-mandatory information requested may result in the City-Parish requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

1.16 Ownership of Proposal

All materials (paper content only) submitted timely in response to this request become the property of the City-Parish. Selection or rejection of a response does not affect this right. All proposals submitted timely will be retained by the City-Parish and not returned to proposers. Any copyrighted materials in the response are not transferred to the City-Parish.

1.17 Cost of Offer Preparation

The City-Parish is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City-Parish.

1.18 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds (if applicable).

1.19 Taxes

Any taxes to be included within the Proposer's cost in accordance with the law.

1.20 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the City-Parish reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.21 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The City-Parish shall consider the

selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.21.1 Corporation Requirements

Upon the award of the contract, if the contractor is a corporation and not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract.

Upon the award of the contract, if the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

1.22 Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

The City-Parish is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers/Prospective Contractors are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or subcontractors.

Information required of the prime contractor under the terms of the RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

1.23 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. The City-Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the City-Parish understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

1.24 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposers to accept these obligations shall result in the rejection of the proposal.

1.25 Evaluation and Selection

See Part III Evaluation.

1.26 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the City-Parish's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the City-Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall also allow price reductions. The final contract form shall be reviewed by the Purchasing Division and approved by the Parish Attorney prior to issuance of a purchase order, if applicable to complete the process.

1.27 Contract Award and Execution

The City-Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The proposal, any addendums, and the proposal of the selected Contractor will become part of any contract initiated by the City-Parish.

In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP. The proposer needs to address the specific language in the sample contract (Attachment D) and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the City-Parish may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the City-Parish, price and other factors considered.

The City-Parish intends to award to a single Proposer.

The successful contractor will be expected to enter into a not-to-exceed Services Contract with the City-Parish.

Work under the resulting contract will include but not be limited to such categories as on-street and off-street parking operations, marketing, implementation of new parking technology, janitorial and accounting services to consistently improve the overall financial performance of the operation. All deliverables and resulting work products from the contract will become the property of the City-Parish. Contractor must establish and maintain a local office in East Baton Rouge Parish.

The initial term of this Contract shall be for three years. The Parties may agree, by mutual consent, to extend the contract for an additional two-year period, taken individually or in multiple years, for a total contractual period of not more than five (5) years. Following Council approval, the contract may be extended an additional five (5) years, taken individually or in multiple years. However, nothing binds or requires either Party to extend this Contract. The total term of this Contract shall not exceed ten (10) years.

1.28 Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award by Purchasing and Metro Council, a Notice of Intent to Award letter to the apparent successful Proposer will be issued. A contract shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of the City-Parish, the City-Parish may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

Purchasing shall notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report shall be made available to all interested parties after the Intent to Award letter has been issued.

1.29 Debriefings

Debriefings may be scheduled by the participating Proposers after the Intent to Award letter has been issued by contacting Purchasing 72 hours in advance. Contact may be made by phone at (225) 389-3259 or E-mail to purchasinginfo@brgov.com to schedule the debriefing. Debriefings will be for the sole purpose of reviewing with the requesting vendor their own proposal scoring results.

If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. must be submitted.

1.30 Insurance Requirements

Contractor shall furnish the City-Parish with certificates of insurance affecting coverage(s) required by the RFP (see Attachment C). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the City-Parish before work commences. The City-Parish reserves the right to require complete certified copies of all required policies, at any time.

Work shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Director of Purchasing.

- Commercial General Liability or Garage Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability or Garage Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to the City-Parish. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis.
- Combined single limit per occurrence shall not be less than \$ 2,000,000 for each location. Each annual aggregate limit shall not be less than \$4,000,000.
- Garagekeepers' Legal Liability Coverage: Contractor shall obtain, at Contractor's expense and keep in effect during the term of this Contract, Garagekeepers' Legal Liability Coverage for "Autos left for storage or safekeeping." There shall be no deductible for this coverage. Coverage limits per occurrence shall not be less than \$1,000,000.
- Automobile Liability: Automobile liability insurance with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the contractor. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Contractor.
- Workers' Compensation: Prior to the performance of any work under a contract awarded by the City-Parish -Parish, the Contractor shall comply with the Louisiana workers' compensation law, and if workers' compensation insurance is required by Louisiana State law, the contractor shall maintain coverage for all subject workers as defined by state law and shall maintain a current, valid certificate of workers' compensation insurance on file with the City-Parish Auditor for the entire period during which work is performed under the contract.
- Employee Dishonesty, Third Party Fidelity Bond, and (when applicable) Money and Securities: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Employee Dishonesty, Third Party Fidelity Bond, and (when applicable) Inside/Outside Money and Securities coverages for City-Parish owned property in the care, custody, or control of the Contractor. Coverage limits shall not be less than \$1,000,000.
- Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.
- Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Contract shall include the City-Parish and its divisions, officers

and employees as Additional Insureds but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

1.31 Subcontractor Insurance

The Contractor shall include all subcontractors as insureds under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

1.32 Indemnification

Service Provider agrees to indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release the City-Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operations under this Agreement.

1.33 Fidelity Bond Requirements: Included ins Section 1.30

1.34 Payment for Services

Specific payment terms will be negotiated as part of the final contract. It is expected that certain payments will be made upon delivery of the services with additional payments made based on specific project milestones. Vendor shall submit to the City for his review a pay request in a form agreeable to the City. The pay request shall be accompanied by such supporting documentation as required by the City. Requests for payment shall be accompanied with appropriate lien waivers for the prior partial payments. The request for final payment shall be accompanied with final lien waivers from all subcontractors and material suppliers for the project.

1.35 Termination

1.35.1 Termination of this Agreement for Cause- The City-Parish may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option,

place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract; provided that the contractor shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

1.35.2 Termination of this Agreement for Convenience - The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.35.3. Termination for Lack of Appropriated Funds – Should the result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

If the contract services are funded by grant funds, the City-Parish shall have the right to terminate the contract or any issued Task Order for which funding is terminated.

1.36 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish.

1.37 No Guarantee of Quantities

Not required for this RFP

1.38 Audit of Records

The City-Parish or others so designated by the City-Parish, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

1.39 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement,

without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

1.40 Record Retention

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years.

1.41 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the City-Parish, and shall, upon request, be returned by Contractor to City-Parish, at Contractor's expense, at termination or expiration of this contract.

1.42 Content of Contract/Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

1.43 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of Purchasing, Parish Attorney and Metro Council, where applicable.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.44 Substitution of Personnel

The City-Parish intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the City-Parish for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

1.45 Governing Law

All activities associated with this RFP process shall be interpreted under applicable Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited section 1:701-710 of the City-Parish Code of Ordinances, purchasing regulations; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

In accordance with the provisions of Louisiana R.S. 38:2212.9 in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest proposal from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

1.46 Claims or Controversies

Any proposer who believes they were adversely affected by the City-Parish's procurement process or award, may file a protest. It must be submitted in writing to the Director of Purchasing and specifically state the particular facts which form the basis of the protest and the relief requested. The written protest must be received within seven (7) days from the date the basis of the protest was, or should have been known.

The City-Parish will take action on protests within fifteen (15) days of the receipt thereof. The City-Parish may suspend, postpone or defer the proposal process and/or award in whole or in part upon receipt of a protest.

A protest shall be limited to issues arising from the procurement provisions of the contract and state or local law. Protests with regard to basic project design will not be considered.

Protests will be reviewed by a committee appointed by the Parish Attorney. The decision of the committee regarding the protest will be given to the proposer in writing within ten (10) days after all pertinent information has been considered. The decision of the Review Committee shall be a condition precedent to any other proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting Proposer.

1.47 Proposer's Certification of OMB A-133 Compliance

Certification of no suspension or debarment. By signing and submitting any proposal for \$100,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at www.sam.gov.

PART II SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The City-Parish is seeking qualified Contractors to provide a Comprehensive Parking Management Services to the City-Parish, including:

- Management of two City-Parish Facilities known as River Center West Parking Garage (500 spaces) and the River Center East Parking Garage (850 spaces) and management of basement B-1 and basement B-2 sub-level garages of City Hall (446 spaces).
- Management of the approximately 800 on-street metered spaces Downtown
- Enforcement of parking regulations in the parking garages Monday – Friday, 6AM – 6PM and on-street from 8AM – 5PM. Enforcement of parking for special events taking places outside of these hours.
- On-street and off-street revenue collection.
- Provide the necessary data in the required format to assist the City-Parish with collection efforts of parking fines that have not been paid in the allotted time, Marketing Baton Rouge Downtown Parking facilities to the public.
- Provide data in the format proper for collections in accordance with the law.

2.1.1 Performance Standards

The Contractor shall provide the City-Parish high quality parking management services for the operation, maintenance, janitorial, and administration of the three Parking Garage assets and the approximately 800 on-street metered spaces in a manner that will provide the greatest degree of financial control to the City-Parish, while providing superior levels of customer service to its users, thus ensuring the integrity of the revenue stream.

The Contractor shall manage and operate the City-Parish's garages and metered on-street facilities to assure parking turn over, assure maintenance and upkeep of the City-Parish's parking garages and equipment, innovatively market the garages and on-street spaces and operate them at an optimum level of service and return on investment.

The Contractor shall provide a high level of service at all times and be responsible for managing and performing the functions of a full-service parking operations firm, which include, but are not limited to: recruiting, hiring, training, assigning, orienting, reassigning, counseling, disciplining and discharging the employees within the firm.

A map of the current on-street metered parking facilities and the location on the anticipated multi-space parking meters are included as attachment E.

2.1.2 General Operations:

The Contractor will work with the City-Parish to develop procedures and policies that will ensure the integrity of the revenue stream; establish control procedures for handling of revenue; and provide current, accurate reporting of revenue, expenses, and validations all of which may require submittal of draft reports. The Contractor shall be responsible for accounting and reconciling of all parking tickets.

The Contractor shall provide all supplies, labor and materials as required to operate the facilities and in the most efficient, environmentally sensitive manner, including making recommendations regarding new technological requirements. Materials for operation of the garages may include, but not be limited to, personnel, uniforms, tickets, tags and cards and shall be provided by the Contractor. Expense reports will include itemized descriptions of expenses, accurately reflect actual costs, and be submitted in accordance with the Contractor and City-Parish approved schedule.

The Contractor shall be responsible for:

- patrolling on street meters,
- issuance of citation for parking violations,
- parking sales transactions,
- collection of monthly parking revenues,
- collection of parking fines that have not been paid in the allotted time,
- issuance and control of validations, stamps or other methods of validation,
- parking access controls and/or cards and/or monthly parking permits,
- maintenance of monthly parking lease agreements in conjunction with City-Parish's Parking Manager, providing garage security during hours of operation, and maintenance of the facility.

Further, the Contractor will incorporate the following objectives within the work product:

- Increase revenue and attract new monthly and hourly parkers through a creative marketing approach
- Establish a consistent and high-caliber customer service approach to the operation of the City-Parish garages and on-street spaces for all types of users including those with disabilities
- Provide professional, experienced high quality parking system management services with efficient and effective management controls
- Utilize current parking industry operational techniques and effective and efficient management controls
- Demonstrate proven cost management techniques and systems to maximize income and control revenue and expenses
- Ensure the integrity of the City-Parish's revenue stream by providing timely and responsive accounting of all revenues, reconciliation and control of all tickets, and accurate reporting via detailed and ongoing expense and revenue, utilization and validation reports

- Maximize program efficiency, effectiveness and responsiveness to reduce operational costs. This will include, but not be limited to, development, deployment, management of, and ongoing improvements to processes, technologies and resources
- Demonstrate effective project management controls and techniques when implementing new systems to ensure timely completion within City-Parish mandated timelines
- Advising the City-Parish in advance of equipment purchases needed to ensure that the parking infrastructure is at or above industry standard.

2.1.3 Customer Service

Customer service is a critical component of the City-Parish’s business strategy. The Contractor shall operate and manage the parking operation in a first class manner, with energy, fidelity, high standards of customer service, courtesy, and diligence. Contractor recognizes the special interest of City-Parish to render the highest possible quality of courteous service to all customers.

2.1.4 Marketing

Contractor shall submit a marketing plan with proposal outlining recommendations designed to prepare and educate motorists in regard to the availability of downtown parking. The plan shall include the specific role the Contractor will have in the proposed plan. The marketing plan should include a website available to the public for the purpose of finding available parking spaces, including meters and garages.

2.1.5 Incentives

The proposal shall include proposed incentive payments to the contractor for exceeding the revenue estimates from the on street and off street parking facilities.

2.1.6 Audits

The Contractor will provide to the City-Parish an annual financial and management audit of the parking garage system’s performance as prepared by an independent CPA firm and approved by the City-Parish -Parish.

The City-Parish reserves the right to audit any aspect of the operation at any time without prior notice.

The Contractor shall be responsible for program analysis, audits, reports, and surveys that will be provided to the City-Parish Parking Manager at a designated or agreed upon schedule, including:

- **Parking Analysis:** The Contractor shall provide an analysis of the various parking mix options per garage and revenue possibilities. This analysis should include opportunities to increase revenue, while being cognizant

that short-term parking rates are adjusted only by City-Parish Council action.

CURRENT FINES AND FEES AND REVENUE COLLECTIONS ARE AS FOLLOWS

Current Fine and Fee Structure:

Initial Parking Fine \$10

On-Street Meters-\$.50 per hour

Daily Parking \$3 per day for 3 hours or more Event Parking \$5 Full-time

Employee Contract Parking \$20 per month Other Contract Parking \$30 per month

Current Revenues Generated:

Daily Parking \$178,210

Event Parking \$393,220

On-Street Metered Parking \$251,580

Parking Fines \$114,640

Monthly Contract Parking \$251,420

Revenue benchmarks and incentives will be adjusted for any increases in the fine structure and/or City-Parish collection efforts.

- Revenue Audits: The Contractor's Facility Manager shall perform one audit per week per facility and shall submit each audit to the City-Parish's Parking Manager for review within seven week days following the audit. Audits shall include a reconciliation of parking fees, tickets collected, cashier activity reports and lane counts.
- Financial Reports: The Contractor shall prepare and submit a monthly P&L report, variance report for both facilities and the on-street meter system, and other reports that will be agreed upon between the City-Parish and Contractor.
- Surveys: The Contractor shall provide quarterly rate surveys within fifteen work days following the end of the quarter, or as agreed upon, to the City-Parish along with annual customer satisfaction surveys per garage and on-street system.
- Other Operational Reports as listed below:
 - Monthly Operating Reports for each individual location as well as a consolidated report for all locations
 - Budget vs. Actual Report—month-to-date and year-to-date (with variance explanations based on a scope to be determined)
 - Summary sheet of vehicle counts by lot for the month
 - Revenue summaries for on and off-street parking

- Additional reports Management summary
- Accounts by tenant, parkers by tenant
- Billing summary by tenant
- Aged Balances
- Also included in Monthly Report: copies of paid invoices for previous month—This may be submitted electronically with the original invoices kept on site at parking offices for the previous and current year. All original invoices must be kept for three years following the end of the contract.
- Quarterly “Mystery Parker” audit reports
- Annual Audited Financial Statements (prepared by CPA or CPA firm)
- Performance Incentive calculations (quarterly)
- Perform a ticket loss analysis each month
- Traffic directors expense report: List hours worked by Contractor’s traffic directors each month
- Employee Roster—a listing of all current employees, including subcontractor employees
- Rate surveys as requested
- Reconciliation of approved parking validations
- Monthly facility and equipment maintained
- Citations issued
- Aged citation report
- Citation revenue

2.1.7 Staffing Responsibilities

The Contractor shall employ all on-site personnel, including the on-site facility managers, maintenance supervisors, parking attendants, cashiers, accounting staff, custodial staff, on-street parking personnel, special event staffing, and other personnel necessary for the efficient operation and conduct of the facilities.

Contractor shall be responsible for having carefully interviewed, security screened and ensured compliance for all appropriate personnel; all appropriate personnel shall be bonded as part of this contract.

Contractor shall be responsible for an efficient, City-Parish approved staffing plan that maintains adequate coverage of the garages and on street meter enforcement.

Contractor shall ensure the following Employment Standards for all employees are complied with and enforced throughout the term of the contract:

- United States of America citizenship or verified legal alien status.
- At least eighteen (18) years of age.

- Sufficiently fluent in English so as to: (a) comprehend the instructions of Contractor personnel; (b) offer the level of customer service established by Manager; (c) understand the safety and operating instructions on any equipment used; (d) communicate with emergency personnel during building emergencies; and (e) be trained and experienced in the parking and driving of automobiles.
- No known criminal background or record of conviction for other than minor vehicle code/traffic violations. Valets must have clean driving records without recent moving violations within the last 3 years.
- Must possess a current, valid U.S. driver's license permitting operation of a two-axle vehicle.
- Ability to perform normal or emergency duties requiring moderate to arduous physical exertion.

Contractor shall ensure that all employees and agents abide by established local, state and federal safety rules and regulations, which may be promulgated from time to time by either party as they pertain to the City-Parish's operations (including ADA, OSHA, and EPA).

Contractor shall maintain and show evidence of adequate staffing and well trained back-up and supervisory staff ready to assist Facility Manager immediately in such events as personnel absence, tardiness, or replacement; flood, fire, other emergency or unusual circumstance. Any and all employees of the Contractor not deemed satisfactory to the City-Parish's Parking Manager shall be replaced immediately in accordance with existing local, state and federal law.

Contractor shall maintain operational and management staff that are well-trained and properly uniformed as necessary. If uniforms are determined necessary for any job class, the following uniform requirements shall apply: Employees shall have a crisp, clean, well fitted, consistent "buttoned up" image in appropriate uniform; the Contractor shall supply uniforms and assure that they are cleaned and maintained throughout the duration of the Contract; the Contractor, in conjunction with City-Parish's Parking Manager, shall select and approve all uniforms used; and there shall be no structure which requires employees to advance or draw from their wages any cost associated with the uniforms, including during their probationary employment. All personnel shall wear proper identification tags.

2.1.8 Security

The Contractor will be responsible for providing security services in the parking garage after hours, during specials, and as needed.

2.1.9 Parking Equipment Upgrades Anticipated

The City-Parish intends to purchase and install the following:

- Replacement of all single space meters with a multi-space parking meters, using a “pay and display” system. The City–Parish anticipates from 150 to 185 multi-space meters to be installed.

The City-Parish intends to award the RFP for the on-street meters after a vendor has been selected for this RFP. The City-Parish will solicit a review of the RFPs for the systems by the selected provider of this contract. The City-Parish will be the final decision maker for the purchase of the new meters.

The Contractor will be responsible for upgrading the current Parking Access and Revenue Control system (PARCS) for the River Center East and West garages and B-1 and B-2 of the City Hall garage. The City-Parish’s goal is to reduce the labor hours of an attendant in the parking garages by automating the parking garages with Pay-On-Foot Kiosks, but to ensure that the facility is safe and well-kept. It is anticipated that the proposer will monitor the parking garages, but not be required to provide a full time attendant at each exit and entry point in the two garages.

2.1.10 Janitorial

The term “janitorial” is used for all cleaning services while “maintenance” refers to actions that involve the correction of specific defects and upkeep of the existing facility.

Contractor personnel will clean and maintain, or arrange to have cleaned and maintained, the garage parking facilities in accordance with an approved Contractor/City-Parish staffing schedule and in accordance with high-performance cleaning best practices.

Contractor shall submit daily tasks and duties so as to assure a clean, safe environment for downtown visitors and neighboring businesses. These duties include changing trash receptacles, daily sweeping and cleaning of entry/exits points, and stairwells. Pressure washing the facilities will be performed based on a special event schedule provided by the City-Parish. The Contractor will be responsible for contracting this work.

2.1.11 Maintenance

The word “maintenance” is used to identify light repair work in the garages and on the parking meters and equipment. The City-Parish will provide maintenance supplies for such work. However, the Contractor will be responsible for the repairs and maintenance and may use a sub-contractor to perform the work. This work includes but is not limited to changing a light bulb, painting a bollard, hauling supplies, posting a sign on the wall, cleaning parking equipment and meters.

The Contractor shall be responsible for replacing and/or repairing, at cost, any on-site property-owned equipment damaged if the loss is through abuse or neglect by the contractor's personnel.

Maintenance work to be undertaken by the City-Parish rather than the Contractor would be such work as painting, on-street striping, and concrete and cement work.

2.1.12 Work Performed by the City-Parish

City-Parish staff shall be available sufficient hours as is required to meet with the contractor and provide required information.

The City-Parish will assign a project manager who will oversee the work and provide support as needed.

The City-Parish shall be responsible for "Capital Improvements" and "Major Maintenance" and other long-term maintenance, which will include, but not be limited to:

- Repair and maintenance of the sidewalks around the parking garages and curb cuts adjacent to the parking facility in accordance with applicable municipal statutes;
- Repairing problems of a structural nature, including, but not limited to: major electrical issues, major plumbing problems, pavement repair, repairs to the walls and floors of the parking facility, repair of attendant booths, filling and topping of sinkholes, painting, stripping, concrete and cement work, and maintenance of HVAC and ventilation systems, overhead doors and elevators;
- Replacement of all mercury, LED, or sodium lighting tubes and ballasts;
- Repair and maintenance of pipes, conduits, and lines necessary for utility services to the garage buildings;
- Alterations of structural, mechanical, electrical or other installations required by law pertaining to air quality, environmental protection, and provisions for persons with disabilities under the Federal American with Disabilities Act;

Additionally, the City-Parish shall be responsible for making all required and requested/approved building maintenance repairs, which include:

- Building attached lighting maintenance
- Building attached plumbing and fixture repair
- Awning maintenance, repair and replacement
- Wheel stop repair
- Stair non-slip coating repair/replacement
- Minor painting
- Building attached HVAC system maintenance and repair

- Scheduled preventative maintenance
- Elevator shaft window cleaning
- Fire, Life/Safety systems and maintenance

Prior to the execution of a contract, the Contractor and the City-Parish shall agree upon and approve the final list of City-Parish responsibilities and a schedule for completion. This listing will represent the City-Parish's limited responsibilities under the Contract and, unless otherwise notified by the Contractor, it shall be understood that the City-Parish shall have met all obligations under the Contract.

2.2 Period of Agreement

The initial term of this Contract shall be for three years. The Parties may agree, by mutual consent, to extend the contract for an additional two-year period, taken individually or in multiple years, for a total contractual period of not more than five (5) years. Following Council approval, the contract may be extended an additional five (5) years, taken individually or in multiple years. However, nothing binds or requires either Party to extend this Contract. The total term of this Contract shall not exceed ten (10) years.

2.3 Price Schedule

Prices proposed by the proposers should be submitted on the Proposal Form furnished herein as Attachment B. Prices submitted shall be firm for the term of the contract and inclusive of all charges Contractor wishes City-Parish to consider for proposed services (items, etc). Prices shall include delivery of all items F.O.B. destination.

2.4 Deliverables

The Contractor shall provide the City-Parish high quality parking management services for the operation, maintenance, janitorial, and administration of the three Parking Garage assets and the approximately 800 on-street metered spaces in a manner that will provide the greatest degree of financial control to the City-Parish, while providing superior levels of customer service to its users, thus ensuring the integrity of the revenue stream.

The Contractor shall manage and operate the City-Parish's garages and metered on-street facilities to assure parking turn over, assure maintenance and upkeep of the City-Parish's parking garages and equipment, innovatively market the garages and on-street spaces and operate them at an optimum level of service and return on investment.

The Contractor shall provide a high level of service at all times and be responsible for managing and performing the functions of a full-service parking operations firm, which include, but are not limited to: recruiting, hiring, training, assigning, orienting, reassigning, counseling, disciplining and discharging the employees within the firm.

A map of the current on-street metered parking facilities and the location on the anticipated multi-space parking meters are included as Attachment E.

2.5 Location

Contractor must establish and maintain a local office in East Baton Rouge Parish. Work will include:

- Management of two City-Parish Facilities known as River Center West Parking Garage (500 spaces), the River Center East Parking Garage (850 spaces), and management of B-1 and B-2 (446 spaces) assuming the installation of automated PARC (parking access and revenue control) gates at all entry and exit points.
- Management of the approximately 800 on-street metered spaces Downtown, assuming the installation of multi space parking meters, with a “pay and display” system
- Enforcement of parking regulations in the parking garages Monday – Friday, 8AM – 6PM and on-street from 9AM – 6PM. Enforcement of parking for special events taking places outside of these hours.

2.6 Proposal Elements

The proposals shall contain the following elements:

- A cover letter
- Organizational Background and Overview
- How the contractor intends to address the Scope of Work – identify special knowledge or skills provided by the contractor that may be related or helpful to the requested services.
 - Technical Provisions – include identification of the major risks associated with this project and for each risk, identify activities which can be undertaken to reduce, mitigate or eliminate the risk. Clearly identify which activities will be the responsibility of the contractor and which activities will be the responsibility of the City-Parish.
- Resumes of Key Staff – Resumes should detail staff qualifications as well as levels of training. Please include detailed descriptions of individual involvement with services of similar or identical scopes.
- Prior experience in similar sized downtowns
- References including phone, email and physical address of three existing or former clients for the services in this proposal.

2.6.1 Financial

A. Budgeting and Financial Reporting

The Contractor will work closely with the City-Parish to develop a five-year operating budget, which will be managed and adhered to by the Contractor. All expenses will be fixed for a one-year time frame, normally considered the City-Parish’s fiscal year.

The Contractor will work with the City-Parish with regard to the accounting and reporting of City-Parish revenues and expenses incurred and shall be

responsible for accounts payable, accounts receivable, payroll, procurement, cash management, budgeting, and capital expenses.

Contractor personnel shall be responsible for receipt of and detailed accrual accounting of all parking revenues and expenses including cash handling, cash handling procedures, maintenance of accounting records of all income and expenses submitted to the City-Parish on a monthly basis for each parking facility. Additional financial reports will be provided at the request of the City-Parish.

All expenses will be fixed for a one-year time frame, normally considered the City-Parish's fiscal year.

The Contractor will be compensated as part of the management fee by the City-Parish for the cost of an offsite office used solely for the Contractor's project manager; accounting; administration costs; maintenance of the general books and records of Contractor; office supplies and equipment used by Contractor, which are not used exclusively for the facility (such as postal or telephone); travel expenses related to the management of the parking operations; the cost of any managers or supervisors who are not employed in the facilities on a full-time basis, and; administrative staff not solely dedicated to the City-Parish project as required for the City-Parish parking operations.

The Contractor will not be compensated for any additional services performed unless approved under separate written agreement by designated City-Parish Project Manager.

2.6.2 Technical

Each Proposer should address how the firm will meet all the requirements of this RFP.

A. On-Street Parking Meter Enforcement

The Parking Ambassador(s) provided by the Contractor shall be supervised by Contractors designated supervisor or manager during working hours. It is desired that the management of the garages and on-street parking enforcement will be managed by the same individual, and coordinated to the degree possible.

a. Enforcement Duties

The Ambassador will provide customer service to patrons, enforcement for all parking or vehicle related ordinances. The Ambassador shall issue Municipal Citations for violations of parking ordinances when and where appropriate. All districts shall

be regularly enforced for the types of violations included in this contract as part of the Ambassador's regular duties.

Initially, all parking time limit zones shall be patrolled approximately every two hours. Citations will be written for vehicles exceeding the time limit by at least 5 minutes. Any recommended changes to these policies should be presented by the Contractor and approved by the City-Parish.

The Citations submitted to the City of Baton Rouge Police Records and by extension the Municipal Court shall be submitted electronically via a handheld device, completed in full signed, and dated description of the infraction.

The Contractor shall enforce all parking related ordinances including the following:

- i.** All legally designated handicapped parking areas
- ii.** All expired meter violations
- iii.** All "time restricted" on-street parking
- iv.** All "no parking anytime" areas
- v.** Parking violations involving loading zones
- vi.** Vehicles parked on sidewalks
- vii.** Parking issues generated from construction zones
- viii.** Areas signed "no stopping or standing"
- ix.** Vehicles parked too close to fire hydrants, driveways, stop signs, intersections
- x.** Vehicles parked facing the wrong way
- xi.** Vehicles parked illegally in designated handicapped spaces

Missing or damaged signs relevant to parking, observed in the field by the Ambassador are to be documented on provided forms and forwarded to the City-Parish Streets Maintenance Division.

b. Enforcement Patrol Areas

The Contractor shall be responsible for patrolling the downtown business district, approximately 800 on street spaces, defined in Attachment E.

All areas will include any public rights of ways, streets, City facilities and or parking lots. City-Parish may modify, in collaboration with Contractor, district parameters and or add

districts as needed to accomplish the parking needs of the City-Parish.

The Contractor will be responsible for proposing patrol routes and schedules. The City-Parish needs assurance that coverage is adequate, fair, regular and consistent, and also that the Officer's routes are patrolled in such a manner to eliminate predictability.

c. Parking Management Software

The Contractor will be responsible for procuring and managing a parking management software. The Contractor will manage and maintain all related hardware such as handhelds, printers, etc. The software must be able to interface with existing City-Parish technologies for the purpose of citation adjudication and various reporting access. The software shall enable citations and warning to be issued electronically, manage a boot list, manage citation escalations, noticing, and manage customers by license plate.

d. Citation Adjudication

Citation appeals and adjudications will be managed by the City-Parish Courts. The Contractor will be responsible for coordinating and working with the Courts to ensure that citations are electronically documented and relayed to the Courts. The City-Parish will rely on the Contractor to provide efficiencies to this process taking into consideration the allowances of the City Ordinance. No changes are to be made without approval from the City-Parish.

The historic meter utilization and collection rates are located in the table below. Note that since 2007, collection rates have significantly declined. One of the goals of this project is for future collections to meet or exceed the 41% historic collection rate in 2007. Please note the on-street meter revenue collection rate in the table below reflects a \$0.50/hour rate. Meter rates are anticipated to increase to \$1/hr.

Year	On-Street Parking Meter Revenue Collected	Collection Rate
2007	\$379,244	41%
2008	\$356,983	38%

2009	\$327,731	35%
2010	\$317,719	34%
2011	\$296,613	32%
2012	\$306,051	33%
2013	\$307,325	33%
2014	\$251,578	27%
2015	\$167,492	18%

e. Supervision

The supervisor or manager must be immediately available at all times to support the Ambassador, Police Supervisor, and/or other duties necessary to meet the scope of this contract.

The Ambassador will monitor the City-Parish Police and Sherriff radio and receive direction from the police dispatcher to calls for service relating to parking problems or needs.

The on-duty Police Supervisor may direct the Ambassador to address specific parking problems or needs during the shift.

Ambassador shall only engage in work related to the contract. At all times Ambassador is on duty, they shall be available by radio or cell phone.

f. Hours

The Contractor will generally perform enforcement duties Monday through Friday, 6 AM - 6 PM for the parking structures, and Monday through Friday 8 AM – 5 PM for the on-street metered spaces. Enforcement days and times may be modified by the City and Contractor with written agreement and notice. The Contractor shall provide a minimum number of hours per week as agreed to in the contract of enforcement patrol or apply the unused enforcement hours to extend the hours as agreed upon by the Police Department and Contractor supervisor.

All court time as well as other non-enforcement related activity such as reports, record keeping or court will be a part of the normal service time and will be no more than 1.5 hours per day. If the non-enforcement activity does not require the full 1.5 hours per day, the Ambassador will spend that time enforcing parking.

Any additional non-enforcement hours required of the Contractor will be considered incidental to and included in the management and supervision time required of the Contractor.

g. Billing

The maximum amount that the Contractor shall receive per month for the duration of the contract term for Ambassador Services will be the agreed upon rate for service, regardless of hours in excess.

In instances of extreme or inclement weather, the Contractor will review and seek approval from the City-Parish for any modifications to enforcement duties due to weather conditions. Modifications may include, but not be limited to modifying the Ambassador shift, duration of shift or not using the Ambassador during this period. The City-Parish shall not be billed for services not used due to weather conditions.

h. Holidays

Ambassador services during peak hours and tourist dates are a priority as the City-Parish regularly experiences an influx of visitors during those times. Holidays with no enforcement – On the following holidays, no parking enforcement activity will take place: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

i. Customer Service

The City-Parish strongly believes in customer service, and expects the Ambassador to treat the public in a polite, helpful, and professional manner. Enforcement action is to be carried out in a uniform and fair manner. The Contractor shall not directly or indirectly give any preferential treatment to any person or entity in the performance of enforcement duties.

j. Special Events

The City-Parish will provide an annual calendar of scheduled events. These events are subject to change without advanced notice. The City-Parish’s Parking Designee will be the point of the contact for the Contractor and ensure that events are coordinated in an appropriate manner.

k. Training

The Contractor will be responsible for training of parking enforcement personnel. Contractor shall maintain complete training records for each employee, as well as any other records prescribed by law or policy as appropriate. The Program Manager will work with Contractor to assist in training as needed.

The City-Parish will provide all materials related to enforcement regulations to the Contractor. All other training material is to be provided by the Contractor.

Training provided by Contractor will include, but not be limited to:

- i.** Customer Service and expectations.
- ii.** Conflict resolution.
- iii.** How to deal with difficult customers.
- iv.** Job procedures and emergency protocol.
- v.** Job safety.

Training in the following areas is encouraged:

- i.** Civil rights law and procedures.
- ii.** Municipal law and ordinances relating to parking enforcement.
- iii.** Giving testimony and courtroom procedures.

l. Records

Contractor is responsible for all employment related record keeping, and will provide, upon request by the City-Parish, personnel and training information for each employee assigned to Ambassador duties.

Each Ambassador shall document the events and circumstances dealing with a challenging customer service situation.

Individual Contractor employees shall have personnel file containing the following information, with copy of file to be furnished to the City-Parish's Program Manager upon request:

- i.** Completed application form
- ii.** Completed background investigation and testing process
- iii.** Training including date received
- iv.** Complaints received against employee including disposition

The Contractor shall keep all records as listed above for at least three (3) years following the expiration or termination of the Contract, or deliver the records to the City-Parish.

Contractor shall keep all records in its regular business office and shall keep the records in an orderly manner as may be instructed by the City-Parish to assure easy access and reference to the records.

The Contractor shall make all records available for inspection and copying by the City-Parish during business hours.

m. Reports

The following reports shall be prepared, transmitted, and maintained on a regular basis. The City-Parish may make additions or deletions to the list of reports it requests at their discretion.

- i.** Monthly summary of activities showing total work hours, patrol and nonpatrol; customer service hours; and records of court time. This summary will also include a cumulative total of unused non-enforcement hours.
- ii.** Monthly summary of ticket activity including the number of tickets by infraction type, by district.
- iii.** Written reports on all complaint phone calls or on-street complaints regarding the Ambassador performing work for the City-Parish. Reports shall include names of parties involved, phone numbers, addresses (if known), the nature of complaint and action taken.
- iv.** Monthly reports containing the above data are to be furnished to the City-Parish no later than the 20th of the following month.

n. Supplies

The Contractor is responsible for furnishing all parking operation supplies including office supplies, any and all supplies related to parking operation.

o. References and experience

The proposer shall provide at least two examples of management of similar sized parking garages, and two examples of management of on street parking in a downtown or city center environment.

Experience managing combined garage and on street parking is preferred, but not required.

The proposer shall provide three references from current or recent customers for the provision of similar services.

p. City-Parish Rights

The City-Parish retains the right to make changes to parking zone restrictions. Further, the City-Parish retains the right to:

- i.** Establish, modify, add or delete enforcement areas, routes or hours of enforcement. Any changes which result in fewer hours of enforcement will be credited to the City-Parish as specified. Any enforcement area additions that result in additional hours beyond those that are required in this contract will be addressed at the City-Parish's discretion as follows:
- ii.** Reorganization of enforcement routes so all areas are included at a lower enforcement frequency.
- iii.** Set all hours of enforcement operations and approve daily and weekly assignment schedules.
- iv.** Modify, alter, add, delete or replace any City-Parish supplied forms and or equipment.
- v.** Procedures, instructions, and codes during the contract terms.
- vi.** Enforcement areas, beats, level of enforcement, placement of enforcement effort and type of enforcement.
- vii.** To approve or disapprove of any new hire and to test all new hires before issuing enforcement authority and to withdraw the enforcement authority of any Ambassador permanently or temporarily when such action is in the best interest of the City.
- viii.** To request removal from the contract any employee when continued employment is detrimental to the best interest of the City-Parish. The City-Parish shall provide any such request in writing.
- ix.** The City-Parish shall audit at will without prior notice to the Contractor.

q. Contractor Services and Responsibilities

The Contractor will be responsible for its employees appearing in court, on time, and prepared to testify on parking related cases in a professional manner. Contractor shall refer questions concerning Court appearances to the City.

The line of contact for complaints received from Citizens shall be as follows:

- i.** Contractor
- ii.** Police Department Shift Supervisor
- iii.** Police Department Patrol Lieutenant
- iv.** Chief of Police

The Contractor shall promptly and courteously respond to all complaints and shall thoroughly investigate them. If the City-Parish receives a complaint concerning the Ambassador, it will notify the Contractor within 48 hours of receiving such complaint. The City-Parish's Program Manager, or his designee, will be the point of contact in the City-Parish for complaints and follow-up. The City-Parish and Contractor will work to resolve any complaints in the best interest of the community and in such a way as to represent the City-Parish in a positive light. All complaint reports are to be documented and provided to the City-Parish for review upon completion.

r. Collections

The Contractor shall be responsible for successful initiatives in the collection of fines or late penalties. Fines are expected to be accepted in two formats:

- 1. On-line payment system (hosted by the Contractor)
- 2. In-person payment option (located within a City owned building)

With City-Parish approval, the Contractor shall be tasked with implementing programs to increase the citation collection rate. These programs shall include, but not be limited to the following:

- Citation noticing
- Vehicle decal application
- Amnesty programs

Pre-enforcement Introductions: Prior to enforcement, the Contractor shall personally introduce their team and explain the City-Parish Parking Program to the business and property owners along the patrol routes for a period of time specified by the City-Parish.

On an on-going basis, the Ambassador(s) shall introduce themselves and the City-Parish Parking Program to new businesses and property owners that establish along patrol routes.

s. Vehicles

The Contractor will supply, maintain and insure a vehicle for the program. Any vehicle used for parking enforcement purposes must be approved by the City-Parish. All vehicles used by Ambassador shall be clearly identifiable as performing parking enforcement. Vehicle markings shall not resemble City of Baton Rouge or East Baton Rouge Parish Police Vehicles, but will have markings to indicate affiliation with the City-Parish. The vehicle markings must be approved by the City Program Manager.

Vehicles shall be operated at all times in compliance with all state and local motor vehicle laws. The rear of all Ambassador Vehicles shall have a sign warning of frequent vehicle stops.

All vehicles used by AMBASSADOR shall have amber blinking or flasher lights installed on the vehicle's roof. These lights shall be used when patrolling to warn other vehicles about the slower moving enforcement vehicle.

Foot enforcement and/or bike enforcement personnel may be used. This may include periods of dry weather, as long as adequate coverage is maintained and all state and local pedestrian and bicycle laws are adhered to. Adequate coverage includes patrolling all zones as agreed upon.

2.6.3 Coordination Meetings

The Contractor shall attend coordination meetings as necessary with the City-Parish Program Manager to discuss areas of concern by either party.

- Plans and/or schedule for implementation.
- Provision for customer service.

- Resumes for key staff to be assigned to this project, including those of subcontractors, if any.
- References for at least three local, state, or other governmental agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.
- Information demonstrating the Proposer's financial stability.
- Information demonstrating the Proposer's understanding of the nature and scope of this project.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the City-Parish to consider.

PART III EVALUATION

The evaluation factors reflect the totality of considerations represented in the requested proposal response. While cost is important, other factors are also significant and the City may not select the lowest Cost Proposal. The objective is to choose the proposal that offers the highest quality services and will achieve the project's goals and objectives for a fair and reasonable cost.

The City intends to follow a three (3) phased evaluation plan as described in the following paragraphs. Please note, however, that the City reserves the right to bypass any phases or portions thereof if it is deemed to be in the best interests of the City.

Phase 1: Initial Review of Proposals

Upon receipt, the City will perform an initial review to determine which proposals merit further consideration based on the completeness and professionalism of the proposal, vendor background and experience, relative functionality provided by the proposed system, and cost.

Phase 2: Detailed Technical Evaluation

Phase Two will consist of a detailed evaluation of the proposals that have not been disqualified. A committee will evaluate proposals against the weighted **Technical Criteria** identified in the RFP.

Each area of the evaluation criteria **Must** be addressed in detail in the proposal.

Only those Proposals that achieve 75% of the possible Total Technical score will proceed on to Phase 3: Cost Proposal Evaluation. Proposals with a score of less than the minimum required technical score will be deemed unacceptable and ineligible for further consideration.

Phase 3: Presentations, Interviews and/or Additional Information Review

After the Phase 2 evaluation, the Evaluation Committee will determine which parties to invite to make a formal presentation to the Evaluation Committee. The City may:

- Contact officials from other jurisdictions regarding the proposing party, its prior work experience and its ability to successfully complete the scope of services.
- Conduct site visits to verify system operations and garner additional information regarding the proposing party and the proposed solution.
- Request clarification or additional information from a proposing party in order to assist in the evaluation process.
- Require changes in the scope of services and/or best and final offers (BAFO) as deemed necessary by the City, before Contract execution.

Following Phase 3, the Evaluation Committee will formulate its recommendation for award of the Contract based on the totality of information provided in the RFP response and subsequent presentations and/or interviews. Prior to Final Selection, the Evaluation Team will evaluate the finalists' cost proposals (40%). The Evaluation Team may also choose to formally score site visits should it be deemed necessary.

3.1 Financial Proposal (Value of 40 pts.)

The following financial criteria will be evaluated: **the final cost to the Parish for the services provided**

Prices proposed by the Proposers should be submitted on the Proposal Forms (or in a similar format) furnished in Attachment A.

3.2 Technical Proposal (Value of 60 Points)

The following criteria are of importance and relevance to the evaluation of this RFP. Such factors, listed in order of importance, may include but are not limited to:

- **Compliance with Requirements**
- **Company's Organization particular to this scope of work**
- **Implementation Plan**
- **Customer Service and Marketing Plan**
- **Prior experience and references**

Part IV. PERFORMANCE STANDARDS

Addressed in section 2.6.2 Technical

Part V. FEDERAL CLAUSES

5.1 CIVIL RIGHTS

Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both parties shall take Affirmative Action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap.

5.2 ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

5.3 CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

5.4 ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

5.5 CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

5.6 ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

ATTACHMENT A

PROPOSAL FORM
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

Sealed proposals will be received until 2:00 PM, Local Time August 5, 2016 by the Purchasing Division, Room 826, City Hall, 222 St. Louis St., Baton Rouge, Louisiana. Immediately after 2:00 P.M. of the same day and date, proposals will be publicly opened in Room 806 of City Hall.

PROPOSAL OF _____

ADDRESS _____

DATE _____

The Purchasing Director
City of Baton Rouge
Parish of East Baton Rouge
Baton Rouge, Louisiana

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance and labor to perform all services required for the following project:

Downtown Parking Management Services

as set forth in the following Contract Documents:

1. Notice to Proposers
2. The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, Attachments and Appendix.)
3. Proposal Forms with Attachments
4. Agreement
5. The following enumerated addenda: _____ receipt of which is hereby acknowledged.

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association or corporation; that the undersigned has carefully examined the site of the proposed work, and proposes, and agrees, if this proposal is accepted, to do all the work and furnish all the services specified in accordance with the requirements of the Contract Documents and to accept as full compensation therefore the total amount of the prices herein proposed, subject to any mutually agreed upon amendments.

The undersigned agrees that the proposal is firm until time of award.

The undersigned agrees to execute the Agreement and Affidavit and furnish to the City-Parish all insurance certificates and performance bond (if applicable) required for the project within fifteen (15) calendar days after receiving notice of award from the City-Parish.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about September 1, 2016 and shall be diligently prosecuted at such rate and in such manner as, in the opinion of the City-Parish's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

The price for performance of all services in accordance with the Contract Documents is based on the unit (or other costs) proposed and accepted after contract negotiations.

All supplemental information requested is enclosed or presented in a separate sealed box or envelope.

(SIGNATURE)

(Typed Name and Title)

BIDDER'S ORGANIZATION

BIDDER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.

Non-Collusion Affidavit

THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF THE VENDOR AND FURNISHED WITH EVERY PROPOSAL NON-COLLUSION AFFIDAVIT

STATE OF: _____

City-Parish OF: _____

TAX ID NUMBER: _____

_____, being duly sworn, deposes and says he/she is the _____ (*Name*) (*Title*)

Of _____ the proposal responder that has (*Company*)

submitted to the **City-Parish** a proposal for ERP Software and Implementation Services all as fully set forth in said proposal and that except as specified below, the aforementioned proposal responder constitutes the only person, firm, or corporation having any interest in said proposal or in any contract, benefit, or profit which may, might or could accrue as a result of said proposal, said exceptions being as follows:

(If no exceptions, please state)

Vendor further states that said proposal is, in all respects, fair and is submitted without collusion or fraud; and that no member of the **City-Parish** is directly or indirectly interested in said proposal.

(Affiant)

SWORN TO and subscribed before me, a Notary Public, in and for the above named State and City this _____ day of _____, _____.
(Day) (Month) (Year)

(Notary Public)

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this _____ day of _____, 20____.
Baton Rouge, Louisiana.

NOTARY PUBLIC



**ATTACHMENT B
PRICING SCHEDULE**

List all pricing, including the following:

- 1. Payroll and benefits**
- 2. Other operating expenses**
- 3. Management fees**

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____
a corporation organized under the laws of the State of _____
and domiciled in _____ was held this _____ day _____, 20____
and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by
said quorum:

BE IT RESOLVED, that _____
is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of
Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect,
unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the
Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly
certified.

I, _____, hereby certify that I am the Secretary of _____,
a corporation created under the laws of the State of _____ domiciled in _____;
that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said
corporation at a meeting legally called and held on the _____ day of _____ 20____, as said resolution appears
of record in the Official Minutes of the Board of Directors in my possession.

This _____ day of _____, 20_____

SECRETARY



ATTACHMENT C

Insurance Requirements for Downtown Parking Management Services

NOTE to department: These limits and requirements may change dependent on solicitation requirements. Risk Management should be contacted to help determine requirements.

CONSULTANT'S AND SUB-CONSULTANT'S INSURANCE: Consultant and any sub-consultants shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work covered by this contract. Consultant shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Consultant is responsible for assuring that its sub-consultants meet these insurance requirements.

- A. Commercial General Liability on an occurrence basis:

General Aggregate	\$4,000,000
Each Occurrence	\$2,000,000
- B. Business Auto Policy
Any Auto; or Owned, Non-Owned & Hired: Combined Single Limit \$2,000,000
- C. Garagekeepers' Legal Liability Coverage: Contractor shall obtain, at Contractor's expense and keep in effect during the term of this Contract, Garagekeepers' Legal Liability Coverage for "Autos left for storage or safekeeping." The deductible for this coverage shall not be less than \$25,000. Coverage limits per occurrence shall not be less than \$1,000,000.
- D. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.
- E. The City of Baton Rouge and Parish of East Baton Rouge, must be named as additional insured on all general liability policies described above.
- F. Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.
- G. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.
- H. The Certificate Holder should be shown as: City of Baton Rouge and Parish of East Baton Rouge,
Attn: Purchasing Division, Post Office 1471, Baton Rouge, Louisiana 70821.

NOTE TO PROPOSERS:

- 1) **Submit evidence of these Insurance Requirements with all required information set forth in the solicitation documents as your proposal.**
- 2) **Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files.**



ATTACHMENT D

Sample Contract for Downtown Parking Management Services

This Contract, made and entered into at Baton Rouge, Louisiana, effective this _____ day of _____, 20____ by and between the City of Baton Rouge and Parish of East Baton Rouge, herein referred to as Parish and _____ herein referred to as “Consultant (*Service Provider/Contractor, whichever is applicable, may be substituted*)”.

Consultant shall provide consulting services as described herein for ...

Consultant agrees to proceed, upon written notice of the Director of Finance with all professional services necessary for the performance, in proper sequence and in the time specified, of the items of work as hereinafter set forth. Services will be subject to review and administration by the office requesting the service unless designated otherwise by the City-Parish. All the services required hereunder will be performed by Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

SCOPE OF SERVICES: The services to be rendered will be included.

CONTRACT MODIFICATIONS: No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

GENERAL REQUIREMENTS: With the exception of the services specifically listed to be furnished by the Parish, Consultant shall, for the agreed fees, obtain all data and furnish all services and materials required to provide the contracted services. All items required to accomplish these results, whether or not specifically mentioned in this contract, including attendance by the Consultant or their representatives at conferences and public hearings, are to be furnished at the expense of Consultant.

SERVICES TO BE PERFORMED BY THE CITY-PARISH: The City- Parish will furnish the Consultant without charge all information which it has in its files which may be useful to the Consultant in carrying out this work, as well as assistance in securing data from others to the extent available.

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COMPENSATION AND PAYMENT: The City-Parish shall pay and Consultant agrees to accept compensation for the Consulting services to be performed under this contract, at the rates indicated on the Cost Proposal Form attached and made a part of the contract.

Monthly invoices for work completed to date may be submitted by Consultant, and subject to the approval of the Department Head or his/her designee, will be paid within 30 days after approval.

CONTRACT TIME: The services to be performed under this contract shall be commenced promptly by the Consultant and shall be completed as defined in the notice to proceed issued for each event.

COMMENCEMENT OF WORK: No work shall be performed by Consultant and the City-Parish shall not be bound until such time as a Contract is fully executed between the City-Parish and the Contractor and all required approvals are obtained at which time Task/Work Orders will be used to order specific quantities and types of services.

OWNERSHIP OF DOCUMENTS: All data collected by Consultant and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except Consultant's personal and administrative files, shall become the property of the City-Parish, and the City-Parish shall not be restricted in any way whatsoever in its use of such materials.

DELAYS AND EXTENSIONS: Consultant will be given an extension of time for delays beyond their control such as weather or those caused by tardy approvals of work in progress, but no additional compensation shall be allowed for such delays.

TERMINATION OR SUSPENSION: The City-Parish may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish shall give the contractor written notice specifying the Consultant's failure. If within 30 days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in 30 days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Consultant in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract; provided that the contractor shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

The City-Parish may terminate this Agreement at any time by giving 30 days written notice to the Consultant of such termination or negotiating with the Consultant an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Should the City-Parish find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by 30 days notice given by the City-Parish in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt from the City-Parish of 30 days notice in writing to that effect.

This agreement shall ipso-facto terminate three years after the date of the suspension of the work as provided above if the work has not been reinstated and resumed by notice from the City-Parish during the three-year period, and neither party shall have any further obligation to the other party.

DISPUTES: Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred to the Director of Purchasing or her duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this contract. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.

INDEPENDENT CONTRACTOR OBLIGATION: Consultant shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities applicable to him as an independent contractor hereunder. Consultant shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional Consultants under similar circumstances at the time the services are performed, with the City-Parish interested only in the results of the work.

COMPLIANCE WITH APPLICABLE LAWS: Consultant shall procure all permits and licenses applicable to the services to be performed and shall comply with any and all Local, State and Federal laws including those regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by this agreement. Consultant shall pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.

INDEMNITY: Service Provider agrees to indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release the City-Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operations under this Agreement.

PERSONAL INTEREST: Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above described Study or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of his contract no person having any such interest shall be employed.

AFFIDAVIT AND CORPORATE RESOLUTION: Consultant shall attest by Affidavit, a sworn statement that this contract was not secured through employment or payment of a solicitor. If Consultant is a corporation, a corporate resolution is furnished as evidence of authority to execute the contract.

CIVIL RIGHTS COMPLIANCE: The Contractor agrees to abide the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era of 1975, the Contractor agrees to aRFPe by the requirements of the Americans with Disabilities Act of 1990. Consultant agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

ADDITIONAL REQUIREMENTS OF FEDERAL GRANT FUNDED PROJECTS: If the project is funded in whole or in part by Federal Grants, Consultant shall comply with the Federal Requirements. Consultant shall also include these Federal Requirements in any sub-contracts.

TAXES: State and local taxes shall be assumed to be included within the Consultant's cost in accordance with the law.

RIGHT TO AUDIT: The City-Parish or others so designated by the City-Parish, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

ASSIGNMENT: Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish.

CONFIDENTIALITY: The following provision will apply unless the City-Parish agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to City-Parish's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the City. The identification of all such confidential data and information as well as the City's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the City in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by the City to be adequate for the protection of the City's confidential information, such methods and procedures may be used, with the written consent of the City, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the Consultant outside the scope of the contract, or is rightfully obtained from third parties.

RECORD RETENTION: The Consultant shall maintain all records in relation to this contract for a period of at least five (5) years from close of file.

ORDER OF PRECEDENCE

The Request for Proposals Downtown Parking Management Services, and the Consultant's Proposal dated _____, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the and/or the Consultant's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the and subsequent addenda (if any) and finally, the Consultant's Proposal.

GOVERNING LAW: This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final approval by both parties.

IN WITNESS WHEREOF, the City-Parish and Consultant have executed this contract effective as of the date first written above.

WITNESSES:

**CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE**
Parish

By _____

Title _____

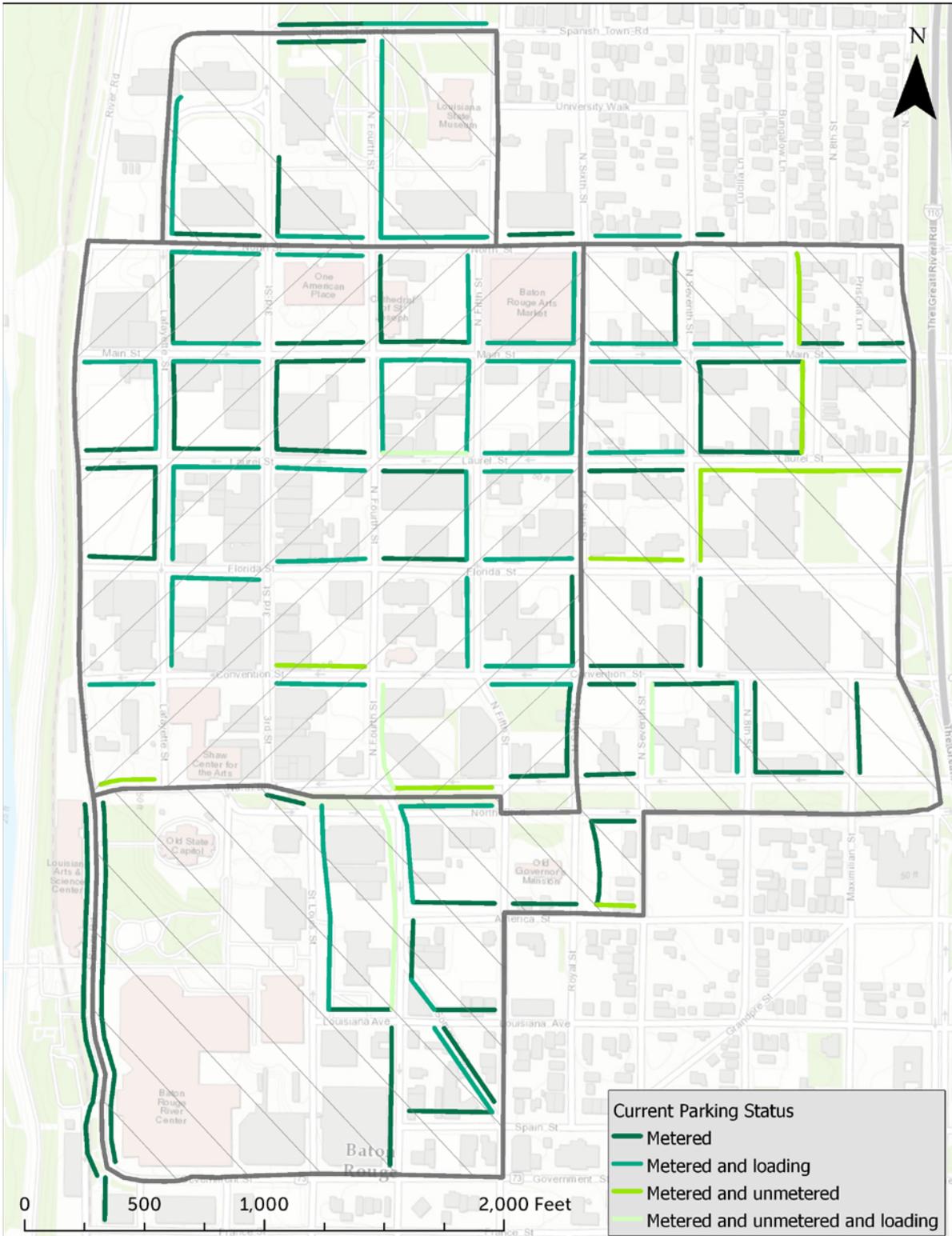
Consultant

By _____

Title _____

Typed Name and Title

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ATTACHMENT E



This rendering does not include 40 parking meters located outside of the downtown area on the Louisiana State University campus. The contractor will also be responsible for their operation, maintenance, and collection.