



Request for Proposals

Parking Meter Services

Release Date: Monday, July 22, 2019

Proposal Deadline: Thursday, August 22, 2019, 4:00 p.m. Central Time

Potential Contractor Interviews: Week of September 9, 2019

PROJECT INFORMATION

The Minneapolis Park and Recreation Board (MPRB) operates 26 surface parking lots for approximately 2,000 pay parking spaces and 250 on-street metered parking spaces. These locations are throughout the City of Minneapolis in Regional Parks and on Parkways, in Minneapolis. These locations utilize 3 models of Cale brand multi-space meter which honor the ParkMobile pay by phone app, and are set-up in Pay by License plate or Pay by Space mode.

The MPRB operates and enforces parking 365 days per year, including holidays. Peak business is April-September, specifically weekends and holidays. This parking system represents upwards of \$2 million in revenue annually, used by more than 800,000 park visitors. Revenues generated by parking services are the primary source of operating income for the MPRB's self-sustaining Enterprise Fund. This enterprise fund includes golf courses, permits, events, weddings, and pay parking. This fund is not supported by taxpayer dollars.

The MPRB seeks a Contractor who can sustain or improve the current service level for parking meter maintenance, ensure proper coin/cash collection, perform accurate and complete reporting, and assist MPRB staff with field level initiatives. The ideal candidate will bring years of multi-site parking management experience, including but not limited to: general maintenance, parking meter troubleshooting and repair, accurate reporting and reconciliation, cash collections and handling, and excellent customer service. Experience with and/or documentation of training for Cale brand parking meter maintenance is strongly preferred.

Bids must be:

- Listed as flat rate, per active parking meter, per month. (The MPRB has several locations that are closed for up to 6 months (October-March)).
- Bid quantity shall be assumed to be 55 multi-space parking meters. Please quote 55 multi-space parking meters 12 months each, e.g. 55 meters at \$1 per month for 12 months as $55 * \$1 * 12 = \660 .
- Monthly per meter rate will be the basis for price evaluation.
- MPRB will evaluate bids on company/Contractor experience, bid submission documents, supplemental materials, and price.

The terms above are designed to ensure knowledgeable staff are committed to the betterment or the MPRB's pay parking system.

- The structure of the MPRB's pay parking system requires time to understand the nuances of both locations, usage, and maintenance requirements.
- Commitment of staff to not only learn the nuances but apply existing skills to assist in improving the product is highly desired for the proposed service agreement.

ABOUT THE MPRB

The MPRB is an independent, semi-autonomous governing body responsible for maintaining and developing the Minneapolis Park System to meet the needs of residents and visitors of Minneapolis. This unique structure allows independent decision-making so that the MPRB can efficiently oversee a diverse system of land and water.

The MPRB's mission is to permanently preserve, protect, maintain, improve, and enhance its natural resources, parkland, and recreational opportunities for current and future generations. MPRB exists to provide places and recreation opportunities for all people to gather, celebrate, contemplate, and engage in activities that promote health, well-being, community, and the environment.

Nine Park Board Commissioners are elected every four years: one from each of the six park districts within the city and three who serve at large. The policy-making Board of Commissioners appoints the Superintendent to provide high-level oversight and leadership to this nationally renowned park system.

The MPRB staff consists of over 500 full-time and 1,200 part-time employees in the areas of administration, environmental stewardship, planning, and recreation.

The Minneapolis park system includes 6,804 acres of local and regional parks, playgrounds, golf courses, gardens, biking and walking paths, nature sanctuaries, lakes and a 55-mile parkway system. The park system has 49 full-service neighborhood recreation centers at its core. One of the hallmarks of Minneapolis' quality of life is its urban forest. Since 1979 Minneapolis has been nationally recognized as a Tree City USA by the Arbor Day Foundation. The MPRB provides all public and park tree care for the City of Minneapolis.

MPRB was named the number one urban park system in America by the Trust for Public Land in 2013, 2014, 2015, 2016, 2017 and 2018. MPRB is also accredited by the Commission for Accreditation of Park and Recreation Agencies (CAPRA), the only national accreditation program for park and recreation agencies, for excellence in operation and service. Approximately 23 million visits are made annually to the various parks in the Minneapolis park system by residents and visitors from throughout the region, country, and world.

RFP TIMELINE

The anticipated timeline is noted in the table below. MPRB will issue an Addendum to this RFP if it is necessary to change any of these dates or times. All listed times are Central Time (CT).

Proposal Timeline	Dates
Request for Proposal Issued	Monday, July 22, 2019
Deadline to Submit Questions	Friday, August 9, 2019, 4:00 pm
Proposals Due	Thursday, August 22, 2019, 4:00 pm
Contractor Interviews (if applicable)	Week of September 9, 2019
Recommendation for Award	October 2, 2019
MPRB Board Approval	October 16, 2019
Contract Start Date	November 2, 2019

SCOPE OF SERVICES

(Services to be Performed by the Contractor)

Service Level Expectation

The Contractor must agree to terms including 7 days per week service, and will understand that failure to provide specified service will result in immediate termination of the agreement.

The Contractor must provide the facilities, labor, supplies, and materials required to complete the following duties:

1. Serve as primary field contact for parking meters issues:
 - a. Contractor must purchase, install, and maintain all weather decals following approved color scheme for an “machine out of order” contact. This decal must include contact phone number and dates/times of staffed phone line hours.
 - b. Contractor will coordinate with MPRB staff on calls related to parking citations, payment issues, and refund requests. All such matters shall be routed through MPRB parking administration staff.
 - c. Minimum business contact hours: Mon-Fri, 8am-430pm or equivalent. Sat-Sun & Holiday availability is strongly preferred and will be considered in evaluation.
 - d. Response time: Contractor must respond to all inquiries within 24 hours of receipt, except for with prior written approval from MPRB staff.
 - e. Resolution time: Contractor must resolve issues within 72 hours of contact, except for issues requiring additional parts or service from the parking meter vendor.
2. Coin/Cash handling – collections, deposits, reporting:
 - a. Contractor will maintain a balance of less than \$50.00 in cash/coin (combined) at all parking meters, April-Sept, and less than \$40.00 Oct-Mar. To meet this expectation, multiple collections per week or day, including weekends and holidays may be required.

In 2018 2,063 cash/coin collections were performed. Please indicate ability to comply with this requirement.

- b. Collection tickets and deposits must comply with MPRB cash handling policy and be able to reconcile with MPRB bank records. Monthly reconciliations will be sent to MPRB finance and parking management staff in Microsoft Office 2010 or later Excel files. Data will be formatted as a flat file (data table with rows and columns).
 - c. Perform cash/coin deposits to the specified MPRB bank account on behalf of the MPRB prior to the end of each month.
 - d. Create, validate, and submit monthly reports to MPRB finance within 5 days of each month close.
3. Serve as Inspector for Payment Card Industry Data Security Standards (PCI-DSS) compliance
 - a. Utilizing QR code on inside of each parking meter, perform PCI credit card reader (CCR) inspections on each parking meter contact (each time the meter is visited), and report inspection data through the QR code (online form submission).
 - b. Undergo PCI-DSS training from MPRB staff
 - c. Comply with anticipated change from magnetic stripe CCR's to Europay Mastercard Visa (EMV or chip card) readers, including any certifications/trainings on EMV chain of custody.
 - d. For any EMV requirements, retain complete records in the event of audit.
 - e. Comply with all PCI-DSS regulations
 4. General/Preventative maintenance
 - a. Develop, receive approval from MPRB for, and carryout preventative maintenance schedule on critical components, including but not limited to:
 - i. Nature of work: cleaning, lubrication, dusting, contact cleaning/corrosion removal, weatherproofing
 - ii. Components include all meter components, with specific attention to the following: coin selector and escrow assemblies, credit card readers, printers, locks, connectors, cables, batteries, heaters, chargers, and computer components.
 - b. General Maintenance:
 - i. Batteries:
 1. Ensure both hardwired and solar powered units are supplied with charged, proper functioning batteries, free of corrosion, damage, and/or other issues.
 2. Low batteries will generate a system warning and any power management issues arising from the battery/power system must be resolved within 24 hours.
 3. Contractor will perform diagnostics in the event a problem is due to hardwired power source, with timely communication to MPRB staff.
 - ii. Receipt Paper:
 1. Ensure paper is supplied for all pay stations, including clearing of any paper jams, printer issues, and parts replacements.

2. MPRB will provide Kanzaki Lotto 462 Cale Spec 2 1/2" x 1100' thermal top coat paper as needed. Approximately 400 paper changes annually, not including malfunctions.
 3. Clear printer jams and malfunctions occurring before 4pm on the day of issue, otherwise before 12pm the following day, never to exceed 18 hours.
 - iii. Power Supply: ensure any mains (AC power) units have adequate power, heater components, etc.
 - iv. Electrical: ensure good working conditions of any electrical/low voltage components within the pay station, not including any power outlets or hardwired power into the unit from its source. This includes fuses, battery chargers, solar units, solar charging.
 - c. Repair: Perform basic to intermediate mechanical and computer component repairs.
 - i. Includes: computer hardware, cellular communications, printers, coin selector and related units, cabinet hardware including locks and doors, sensors and cables, and charging mechanisms.
 - ii. Perform minor computer hardware and mechanical repairs, including assembly/disassembly/replacement of components within an assembled component.
5. Participate in regular meetings and status updates with MPRB staff, at the discretion of the MPRB. These meetings may be formal, informal, or over the phone.
 - a. Respond within 24 hours to all emails, text messages, and phone calls from MPRB staff.
 - b. Provide parking management, maintenance practices, and operational improvement advice on request from MPRB staff.
 - c. Provide suggestions on parking rate changes, including increases, decreases, limits, and specials, based on observed trends across the MPRB parking system.
6. Dedicated staff team to the MPRB Parking System
 - a. The Contractor will provide the following staff (or combination)
 - i. (1) full time 40 hour per week staff person; or,
 - ii. (2) part time or greater staff person(s) with 20 hours or more each week; or,
 - iii. Other arrangement on approval from the MPRB.
 - b. Provide staff resumes (not to exceed 1 page each, typed), plus an outline of duties per staff person (not to exceed 1 page each, typed).
 - c. The Contractor will provide a written overview of staff and their assigned duties related the MPRB Parking System.
 - d. Preference will be given to Contractors and their staff whose documented experience includes parking management of multiple locations in or near a metropolitan area.

SUBMISSION REQUIREMENTS

Submit an **electronic copy** in pdf format. Proposals should be no larger than 8½" x 11". Proposals will not be returned and will become public data upon selection.

Proposals should include (at minimum):

- Statement of project understanding
- Background
- Resumes of key personnel including service team members
- Detailed work plan in accordance with Scope of Service requirements
- Confirmation of intent to comply with MPRB and City of Minneapolis procurement and contractual processes.

Proposals will be evaluated on:

- Proposal quality, thoroughness, and clarity
- Qualifications and comparable experience
- Provider's ability to perform required services
- Provider's quality of service based on proposal content, references, and/or documented experiences
- A comprehensive pricing model for required services

Submit all proposals to:

Annie Olson, CPRP
Director of Customer Service
Minneapolis Park and Recreation Board
2117 West River Road, Minneapolis MN 55411
Aolson@minneapolisparcs.org

CONTRACTOR INTERVIEWS

Contractors selected to interview may be asked to present their approach and describe relevant service experience. The MPRB selection committee may ask questions, both prepared and in response to each Contractor's presentation.

MPRB reserves the right to eliminate the interview phase of the selection process and select a Contractor based on written proposals alone.

ADDITIONAL INFORMATION

Small & Underutilized Business Program (SUBP) Requirements

MPRB policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). The SUBP requirements detailed in the Minneapolis Code of Ordinances Chapter 423 applies to any professional or technical service contract in excess of \$175,000. SUBP goals are set on contracts based on project scope, subcontracting opportunities and availability of qualified MBEs/WBEs.

There are no specific SUBP goals on this RFP. However, if there are subcontracting opportunities later identified, Consultant shall take action to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts. Consultant shall inform the Contract Manager to obtain authorization to subcontract any work. To locate certified MBEs and WBEs under the Minnesota Uniform Certification Program (MnUCP), please visit <http://mnucp.metc.state.mn.us/> or contact contractcompliance@minneapolismn.gov.

Changes

The Minneapolis Park and Recreation Board (MPRB) may, from time to time, request changes in the Scope of Services to be performed by the Selected Contractor. Such changes, including any increase or decrease in the amount of Selected Contractor's compensation, which are mutually agreed upon by and between MPRB and the Selected Contractor, shall be incorporated in written amendments to the Selected Contractor's contract.

Exception to Specifications

Although the specifications in the requirements section represent MPRB's anticipated needs, there may be instances in which it is in MPRB's best interest to permit exceptions to specifications and accept alternatives.

It is extremely important that Selected Contractor make very clear where an exception is taken to the specifications and how alternatives will be provided. Therefore, exceptions, conditions, or qualifications to the provision of MPRB's specifications must be clearly identified as such, together with the reasons, and inserted in this section of the proposal. If the Selected Contractor does not make it clear that an exception is taken, MPRB will assume the proposal is responding to and will meet the specification as written.

Communication During the RFP Process

Contractors may submit questions regarding the project via email to the Contract Manager. All questions must be submitted no later than **4:00 pm on August 9, 2019**.

The Contract Manager will respond to all questions regarding the RFP by posting answers to the questions on the MPRB Website by **August 16, 2019**.

Contract Manager:

Annie Olson, Director of Customer Service
Minneapolis Park and Recreation Board
2117 West River Road, Minneapolis MN 55411
Aolson@minneapolisparcs.org

Personnel

The Selected Contractor will secure all personnel required to perform the services. Such personnel shall not be employees of or have any contractual relationship with MPRB.

MPRB's Rights

MPRB reserves the right to reject any or all proposals or parts of proposals, to negotiate modifications of proposals submitted, to accept part or all of the proposal on the basis of consideration other than lowest cost and to negotiate specific work elements with a Selected Contractor into a project of lessor or greater expense and reimbursement than described in the Request for Proposals, or the Selected Contractor's reply. MPRB also reserves the right to cancel the Selected Contractor contract without penalty, if circumstances arise which prevent MPRB from completing the project.

No Obligation to Buy

Receipt of the Selected Contractor's proposal shall not indicate any obligation or commitment for payment. Any financial transactions will take place under a separately negotiated process and signed agreement.

Proposal Contents

The contents of the proposal and any clarifications to the contents submitted by the Selected Contractor shall become part of the contractual obligation and be incorporated by reference into the ensuing Selected Contractor contract.

Proposal Validity Period

Any submitted proposal shall, in its entirety, remain a valid proposal for six (6) months after the proposal submission date.

Restricted Discussions/Submissions

From the date of issuance of the RFP until MPRB takes final action, the Selected Contractor must not discuss the proposal or any part thereof with any employee, agent, or representative of the Minneapolis Park and Recreation Board except as expressly requested by Jennifer Ringold, Deputy Superintendent, in

writing and as stipulated in this RFP. Violation of this restriction will result in REJECTION of the Selected Contractor's proposal.

Independent Parties

Except as expressly provided otherwise in the contract resulting from this RFP, if any, MPRB and the selected Contractor shall remain independent parties and neither shall be an officer, employee, agent, representative or co-partner of, or a joint venture with, the other.

Performance Investigations

As part of its evaluation process, MPRB may make investigations to determine the ability of the Selected Contractor to perform under this RFP. MPRB reserves the right to reject any proposal if the Selected Contractor fails to satisfy the MPRB that it is properly qualified to carry out the obligations under this RFP.

Severability

If any provision of any contract resulting from this RFP is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

Notices

All notices and other matters pertaining to the contract resulting from this RFP, if any, to a party shall be in writing, shall be hand delivered, or sent by registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when actually received by the addressee at the address set forth on this RFP.

Conflict of Interest/Code of Ethics

The Selected Contractor agrees that no member of the governing body, officer, employee or agent of MPRB shall have any interest, financial or otherwise, direct or indirect, in the contract.

Employee Involvement/Covenant Against Contingent Fees

The Selected Contractor hereby certifies that, to the best of its knowledge and belief, no individual employed by the Selected Contractor or subcontracted by the Selected Contractor has an immediate relationship to any employee of the MPRB who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this RFP or goods or services thereunder. Violation of this section by Selected Contractor shall be grounds for cancellation of such contract.

The Selected Contractor also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this RFP or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Selected Contractor's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the MPRB to be maintained by the Selected Contractor for the purpose of securing business for Selected Contractor. In the event of the Selected

Contractor's breach or violation of this warranty, the MPRB shall, subject to Selected Contractor's rights, have the right, at its option, to annul any contract resulting from this RFP without liability, to deduct from the charges otherwise payable by the MPRB under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to the MPRB under such contract, at law or in equity.

Hold Harmless

The Selected Contractor agrees to defend, indemnify and hold harmless MPRB, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act of omission of the Selected Contractor, its employees, agents or employees of subcontractors, in the performance of any contract resulting from this RFP by reason of the failure of the Selected Contractor to fully perform, in any respect, all of its obligations under this contract.

MPRB agrees to defend and hold harmless, insofar as the law allows, the Selected Contractor, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the MPRB or its employees in the performance of any contract resulting from this RFP or by reason of the failure of MPRB to fully perform its obligations under this contract.

Data Practices

The Selected Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Selected Contractor will immediately report to MPRB any requests from third parties for information relating to the Selected Contractor contract. MPRB agrees to promptly respond to inquiries from the Selected Contractor concerning data requests. The Selected Contractor agrees to hold MPRB, its officers, department heads, and employees harmless from any claims resulting from the Selected Contractor's unlawful disclosure of data protected under state and federal laws.

Termination of Agreement

MPRB or Selected Contractor may terminate the Selected Contractor contract at any time by giving written notice of its intention to so terminate, at least sixty (60) days prior to the effective date of the termination. In such event, all goods that are the property of MPRB will be returned to MPRB and the Selected Contractor shall be entitled to receive just and equitable compensation for any satisfactory completed work on such.

Notwithstanding the above, the Selected Contractor shall not be relieved of liability to MPRB for damages sustained by MPRB by virtue of any breach of the Selected Contractor contract by the Selected Contractor for the purpose of set-off until such time as the exact amount of damages due to MPRB from the Selected Contractor is determined.

Ownership of Materials

All materials prepared for MPRB by the Selected Contractor and for which Selected Contractor has been paid shall be remitted to MPRB by the selected firm upon completion, termination or cancellation of the Selected Contractor contract if any. The Selected Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of the Selected Contractor's obligations

under the contract without the prior written consent of MPRB. It will be further agreed that all right, title and interest in all copyrightable material which the Selected Contractor shall conceive or originate, either individually or jointly with others and which arises out of the performance of the Selected Contractor contract, will be the property of MPRB and are by the contract assigned to MPRB along with ownership of any and all copyrights in the copyrightable material. Where applicable, works of authorship created by the Selected Contractor for MPRB in performance of the contract shall be considered "works made for hire" as defined in the U.S. Copyright Act except as provided in this provision.

Assignability

The Selected Contractor shall not assign any interest in the Selected Contractor contract and shall not transfer any interest in the same (whether by assignment or novation). Claims for money due or to become due to the Selected Contractor may be assigned to a bank, trust company, or other financial institution, or to a Trustee in bankruptcy without such approval. Notice of any such assignment or transfer shall be furnished promptly to MPRB.

Nondiscrimination

The Selected Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status, status with regard to public assistance or status as a disabled veteran or to one of the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; selection for training, including apprenticeship. The Selected Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by MPRB, setting forth the provisions of this nondiscrimination clause. In addition, the selected firm will, in all solicitation or advertisements for employees placed by or on behalf of the selected firm, state that all qualified applicants will receive consideration for employment without regard to their race, color, creed, religion, ancestry, sex, national origin, affectional preference, status as a disabled veteran or veteran of the Vietnam era, and comply in all other aspects with requirements of the Minneapolis Code, Chapter 139, Supp. 1976. All materials produced will include proper Equal Opportunity information as required.

The Selected Contractor agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. C.363), the Minneapolis Civil Rights Ordinance (Ch 19), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, religion and sexual harassment. In the event of questions from the Selected Contractor concerning these requirements, MPRB agrees to promptly supply all necessary clarifications. Violation of any of the above laws can lead to termination of the Selected Contractor contract.

Affirmative Action Requirements

The Selected Contractor shall agree, in writing, to comply with all applicable equal opportunity and affirmative action laws, directives and regulations of the federal, state and local governing bodies or agencies thereof, specifically including Chapter 139 of the Minneapolis Code of Ordinances. The Selected Contractor will be required to submit an affirmative action plan for approval prior to initiation of the contract services with MPRB.

Compensation

No reimbursement will be made for any expenses incurred by the Selected Contractor, except for expenses specifically described in the Selected Contractor contract. Payments will be made by MPRB to the Selected Contractor upon satisfactory completion of the specific work as mentioned in the Scope of Services and/or Selected Contractor contract. No payment will be made for any incomplete, inaccurate, or defective work until same has been satisfactorily remedied at no additional cost to MPRB. The Selected Contractor will not be reimbursed for parking and liability insurance premiums.

Insurance

The Selected Contractor contract shall be effective only upon approval by MPRB of acceptable evidence of the insurance required below, issued by insurers duly licensed within the State of Minnesota. Such insurance shall be in force on the date of execution of the contract and shall remain continuously in force for the duration of the contract for such extended periods as noted below.

The policies of insurance required to be maintained and paid for by the Selected Contractor shall provide protection against claims which may arise out of or result from the rendering of or the failure to render services under the contract, whether such services be rendered by the Contractor or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and shall include the minimum coverage and limits specified below.

The Selected Contractor, on all insurance certificates and/or policies provided for this contract, shall name the Minneapolis Park and Recreation Board as a loss payee/additional insured by endorsement to the policy.

Audits

The Selected Contractor will agree that MPRB, the State Auditor, or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, and records that are relevant and involve transactions relating to the Selected Contractor contract.

Entire Agreement

The Selected Contractor's written submission in response to this RFP shall be considered the Selected Contractor's formal offer. The content of the RFP, the Selected Contractor's submission in response to the RFP and the resulting contract, if any, shall be the entire agreement between the successful Selected Contractor and the MPRB. It is understood and agreed that nothing herein or in the resulting contract is intended nor should be construed as in any way creating or establishing the relationship of co-partners between the parties hereto, or in any manner whatsoever. The Selected Contractor, if any, is, and shall remain, an independent Contractor operating in accord with the terms and conditions of the rights granted as a result of this RFP.