



REQUEST FOR PROPOSALS

**FOR THE MANAGEMENT OF THE
HILTON BALTIMORE, MARRIOTT INNER
HARBOR, ARENA AND
REDWOOD PARKING OPERATIONS**

Located at

**Hilton Baltimore– 401- W. Pratt Street
BALTIMORE, MARYLAND 21201**

**Marriott Inner Harbor – 405 W. Lombard
Street
BALTIMORE, MARYLAND 21201**

**Arena – 99 S. Howard Street
BALTIMORE, MARYLAND 21201**

**Redwood- 11 S. Eutaw Street
BALTIMORE, MARYLAND 21201**

Operations Department

PROPOSALS DUE: March 5, 2010

I. INTRODUCTION

The Hilton Baltimore parking facility is owned by the Baltimore Hotel Corporation (the “Hotel Corporation”), and management of the parking facility is overseen by the Hotel Corporation. The Marriott Inner Harbor, Arena, and Redwood Garages are owned by the City of Baltimore (the “City”) and the management of those three garages is overseen by the Parking Authority of Baltimore City (the “Authority”, or the “PABC”). This Request for Proposals (the “RFP”) for management of these parking facilities has been combined due to the geographic proximity of the facilities, and with the aim of realizing better and more-coordinated management of the facilities, increased revenues, and cost savings through their combined management. However, since there is separate ownership and oversight of these facilities, there will be separate agreements for their management, and separate processes for the consideration and approval of any recommendations resulting from this RFP.

II. INSTRUCTIONS TO RESPONDENTS

Thank you for your interest in submitting a proposal for a parking garage management agreement with the City of Baltimore (the “City”), and with the Baltimore Hotel Corporation (the “Hotel Corporation”). The Baltimore City Parking Authority, (“The Authority”, or “PABC”) is a quasi-public, non-profit corporation, organized under the laws of the State of Maryland that oversees the management of all City owned garages and lots. In that capacity, and to facilitate the Authority’s management of those assets, the Authority has assumed all of the duties previously performed by the City’s Purchasing Agent; and any decision or notice issued by the Authority with regard to this RFP or resultant Management Agreement (“Agreement”) shall be construed as if it was notice from the City Purchasing Agent. You should note, however, that pursuant to the Baltimore City Code, the Authority is not bound to comply with the general procurement regulations and procedures otherwise applicable to City agencies. Although this RFP has been drafted to reflect a typical procurement procedure, this format is for ease of consideration of proposals and to further a fair and impartial procurement process. The effect of any irregularities in this RFP, the bids received, the review process, and/or the award of a contract is within the sound discretion of the Authority and no rights or legal causes of action shall accrue to any bidder as a result of this process.

A.

III. INTRODUCTION- THE HILTON BALTIMORE PARKING GARAGE

The Baltimore Hotel Corporation (The “Hotel Corporation”) is the owner of the 757-room, convention-oriented Hilton Baltimore (the “Hotel”), on a five-acre site north of Oriole Park at Camden Yards. The Hotel Corporation has engaged the Baltimore Development Corporation (BDC) as its day-to-day project manager. The Parking Authority of Baltimore City (PABC) assists BDC in the management and oversight of the Hilton Parking Garage.

BDC and PABC are including the Hilton Parking Garage under this RFP to seek a single qualified parking management company (the “Parking Operator”) to operate and manage the Hilton Parking Garage and the three City-owned parking garages in accordance with the objectives and terms of this RFP. BDC and PABC will recommend, for approval by the Hotel Corporation, a Parking Operator based on a proposal that represents the **best value** to the Hotel, and that demonstrates the capabilities of the Parking Operator to provide consistent, “**best-in-class**” garage management practices in the areas of customer service, cash control, financial reporting, facility maintenance and public safety.

IV. HOTEL PROGRAM

Located at 401 West Pratt Street in downtown Baltimore, the Hilton Baltimore is an upscale, full-service hotel, managed by Hilton Management LLC on behalf of the Hotel Corporation. The Hotel consists of two structures that are divided by Eutaw Street, which has been legally closed as a private road between Pratt and Camden Streets, but is open to pedestrian and vehicular traffic. The structure on the western portion of the site (West Building) is a 20-story building with two below-grade parking levels. The West Building includes all of the project’s parking, the main lobby and grand ballroom, back-of-house functions, pool, fitness center and the L-shaped guest room tower. The eastern structure (East Building) consists of a three story building that houses the junior ballroom, meeting rooms, the three-meal restaurant and two retail spaces. The two buildings are connected by an enclosed “conditioned” skywalk across Eutaw Street at Level Two. Additionally, the project includes an enclosed “conditioned” skywalk from the East Building (Level 2) over the MTA Light Rail Station, connecting the East Building to the Baltimore Convention Center across South Howard Street.

The Hotel includes:

- 757 rooms: 737 typical rooms, 20 suites
- Three-meal “sports-oriented” “business-casual” Restaurant: - 215 seats inside, 80 seats outside seating
- Lobby Bar: 80 to 90 seats
- Retail Tenants: approximately 3,800 sq. ft in the east building; tenants unknown as of this date.
- Grand Ballroom: 25,000 sq. ft. (twelve subdivisions)
- Junior Ballroom : 15,000 sq. ft. (six subdivisions)
- Meeting Rooms: 20,480 sq. ft.
- Fitness Center: for hotel guests only.
- Garage consists of approximately 550 spaces, located on two below-grade levels (P2 and P3) and two above-grade levels (P1 and Mezzanine).

Valet parking is located on the Mezzanine Level, approximately 125 spaces. Vehicular entrances to the Garage are located on Eutaw Street and Paca Street; vehicular exits from the Garage are located on Paca Street for self-parkers and on Pratt Street for valet parking. Pedestrian entrances and exits are located off the main lobby in the West Building or on Camden Street. The Parking Operator is provided a main office near the Paca Street Garage entrance and a valet parking office at the front door of the Hotel main lobby.

The Hotel Corporation has executed a Hotel Operating Agreement with Hilton to manage all hotel functions. Hilton has no responsibility to oversee or manage the parking garage operation.

V. THE RELATIONSHIP BETWEEN THE HOTEL CORPORATION AND THE CITY OF BALTIMORE

The Baltimore Hotel Corporation is a single purpose, single asset non-profit corporation, incorporated in the State of Maryland in 2005. While established as an instrumentality of the City, the Hotel Corporation is a separate and distinct legal entity from the City; it is not a municipal agency or department. The Hotel Corporation is managed by a nine-member Board of Directors, which must approve the selection of the Parking Operator. The Parking Operator selected by the Board of Directors must also be approved by Hilton, whose approval may not be unreasonably withheld.

The Hotel Corporation is dependent upon the bond proceeds and the revenues from the Hotel and Parking Garage to meet all of its financial obligations. The Hotel Corporation may not pledge the full faith and credit of the City or otherwise obligate the City to any borrowing or contractual obligations. The City is not the legal owner of the Hotel or Parking Garage and will not execute any contracts with respect to the Hilton Parking Garage. ***The City has no liability for any obligations of the Hotel Corporation under the Parking Management Agreement. The Parking Operator for the Hilton Baltimore Parking Garage will have no claim on any City assets or City General Funds.***

The Parking Management Contract for the Hilton Baltimore Parking Garage will be executed by, and between, the Hotel Corporation and the Parking Operator. The Parking Management Agreement will be a separate and independent contract from the contract executed by the Parking Operator for the City-owned parking garages included under this RFP. The Hotel Corporation's Board of Directors has the sole authority to approve the selection of the Parking Operator and to execute the Parking Management Agreement for the Hilton Parking Garage. The Baltimore City Board of Estimates has the sole authority to approve the selection of the Parking Operator and to execute the Parking Management Agreement for the City-owned garages.

The Hotel was financed by tax-exempt revenue bonds (the Convention Center Hotel Revenue Bonds). The primary purpose of the Garage is to: i) serve the patrons of the Hilton Baltimore Convention Center Hotel; and ii) provide public parking on a first come, first served basis. Exclusive of hotel patrons, the Parking Operator may not enter into any agreements by which spaces are reserved or set aside for any user except for short-term monthly (30 day) parking agreements. The Garage must be made available to Hotel patrons at the same rates as all other users of the Garage.

Please note that, pursuant to the Convention Center Hotel Revenue Bond Indenture, the Hotel Corporation may not enter into a lease agreement with the Parking Operator for the Hilton Parking Garage.

VI. BANK ACCOUNTS, MERCHANT PROCESSING, FINANCIAL REPORTS AND ANNUAL AUDITS

The Parking Operator will be expected to handle cash and credit card processing (Visa, Master Card and American Express). The Hilton Parking Garage uses Scheidt and Bachmann automated pay-on foot stations owned by the Hotel Corporation and located at the Camden Street lobby on Level P1; the Hotel main lobby, the Hotel front desk (ticket validator only); the Parking Valet office at the Hotel's Drop-off Area; the Hotel-side parking elevators lobbies on Levels P2 and P3, as well as credit card processing equipment at the Paca Street exit lanes.

All parking revenues will be deposited daily to an account at The Harbor Bank of Maryland that is held solely in the name of the Hotel Corporation. The Parking Operator will have no rights in, or to, the Harbor Bank account; or any of the bond accounts created by the Convention Center Hotel Revenue Bond Indenture. No revenue or other funds from the Hilton Parking Garage shall be co-mingled or consolidated with any other parking garage, project, portfolio or accounts.

For credit cards; the Hilton Parking Garage uses IC Verify credit card software; all merchant processing for the Hilton Parking Garage is handled by M&T Bank in accounts held solely for the benefit of the Hotel Corporation.

Hilton employees at the Hotel's Front Desk are able to validate parking tickets and collect the parking fees from room guests of the Hotel in order to provide a seamless check-in process for hotel patrons. The parking revenue collected by Hilton is deposited daily into hotel bank accounts that are held solely in the name of the Hotel Corporation. The Hilton revenue and financial accounting systems and the Scheidt and Bachmann equipment do not interface. Monthly reports are prepared by the Hilton Finance Department for the Parking Operator and the Hotel Corporation to report and reconcile parking revenue collected by Hilton.

The Parking Operator will be required to give monthly reports to BDC by the fifteen (15th) day of the following month, which detail all revenue and expenses. BDC reconciles the Harbor Bank accounts and the M&T Bank merchant processing; and manages the transfer of any funds between Hilton and the Parking Operator and between the Hotel Corporation and the Parking Operator.

The Hotel Corporation operates on a calendar year. An annual Audit of the Hilton Parking Garage is conducted by an independent CPA firm, engaged by the Hotel Corporation. The Parking Operator will be required to cooperate during the Audit to demonstrate the effectiveness of its company's financial systems and controls.

VII. GARAGE RATES AND REVENUE

In its fiduciary role for the City, the Hotel Corporation was established to oversee the Hotel and to maximize the revenues and cash flow of the Hotel in order to pay the bond debt service. Current overnight parking rates are \$26.00 and \$36.00 per night for self parking and valet parking respectively. Other transient, monthly or special event parking rates are set by the Parking Operator based on hotel demand, time of year and other factors. All rates must be approved by the Hotel Corporation, subject to BDC and PABC's review. The Parking Operator will be required to submit periodic rate surveys for BDC and PABC's review.

It is important that cooperation occur between Hilton and the Parking Operator as both Hilton and the Parking Manager are bound by their respective management agreements to protect the assets and financial interests of the Hotel Corporation. Parking is not considered a give-away, free product at the Hilton Baltimore. Occasionally, Hilton will approach BDC and the Parking Operator about special parking rates during low periods of occupancy or for special events where competitive pricing is necessary. It has been BDC's policy to track the lost parking revenue where a discount from the advertised parking rates are included under room guest packages and credit the Parking Operator's performance for lost revenue as a memo item. For special events, the Parking Operator is expected to handle all rate setting and collection arrangements. For special events where Hilton requests a discount off the advertised self-parking parking rates, it is BDC's preference that Hilton remits to the Parking Operator the amount of lost revenue and charges it as a hotel operating expense on its financial ledgers.

The Hotel Parking Garage has given the following complimentary parking spaces:

- Hotel Corporation's Board of Directors Meeting: 4 to 6 spaces every third Friday of the month from 1PM to 3PM.
- Hilton: twelve spaces on Mezzanine Level (24/7)
- Gift Shop Operator: two spaces on Mezzanine Level (24/7)
- Hotel Audio-visual Operator: two spaces (24/7)
- Hotel Business Center Operator: two spaces (24/7)

BDC has permitted a special Hilton employee parking rate from October 1 through April 1 of \$5.00 per day, subject to availability. It is not known, at this time, if the program will continue after April 1, 2010.

IIX. CONVENTION CENTER HOTEL REVENUE BOND REQUIREMENTS

The Parking Operator is required to comply with certain bond requirements, which are included under the Hilton Parking Garage Goals listed below. These goals and requirements are incorporated in the Parking Facility Operations and Management Agreement and the Parking Cash Management and Lockbox Agreement (collectively the "Parking Agreements") which the Hotel Corporation and the winning Parking Operator will execute. Please also refer to the Master Glossary of Terms for the Baltimore Hotel Corporation Convention Center Hotel Revenue Bond Transaction. The Hotel Corporation has assigned to the City and the Bond Trustee, all of its rights under the Parking Agreements under an Assignment Agreement.

All of these documents are attached as exhibits to the RFP. Respondents to this RFP are encouraged to review these documents.

IX. HILTON PARKING GARAGE GOALS

1. Manage an efficient parking operation that serves Hotel patrons at all times the Hotel is opened, including a 24/7 valet parking operation, and to accommodate special event parking.
2. Promote the Hilton Baltimore Convention Center Hotel and Parking Garage by providing a positive and beneficial parking experience to all patrons with a first-class, clean, excellent state-of-repair, and secure parking operation, commensurate with a “first class” urban parking garage.
3. Work cooperatively with Hilton in meeting hotel parking demand based on the expected occupancy and/or special events that occur at the Hotel.
4. Use commercial reasonable efforts to maximize the revenue of the Hilton Parking Garage and to operate within, and in a manner consistent with, the approved parking budgets.
5. Operate the Hilton Parking Garage in a manner consistent with the tax-exempt nature of the Convention Center Hotel Revenue Bonds. The primary purpose of the Garage is to: i) serve the patrons of the Hilton Baltimore Convention Center Hotel; and ii) provide public parking on a first come, first served basis. Exclusive of hotel patrons, the Parking Operator may not enter into any agreements by which spaces are reserved or set aside for any user except for short-term monthly (30 day) parking agreements. The Garage must be made available to Hotel patrons at the same rates as all other users of the Garage.
6. Be responsible for all work or activities conducted by its own employees or subcontractors it employs for this work. Parking Operator’s employees will be required to wear uniforms that are appropriate for a hotel environment and identification badges at all times on duty. The Hotel Corporation must approve employee uniforms with respect to style and color.
7. Deposit all revenues from the Hilton Parking Garage, on a daily basis, into The Harbor Bank of Maryland demand deposit account held in the name of the Hotel Corporation. The Parking Operator will have no rights in, or to, the Harbor Bank account; or any of the bond accounts created by the Convention Center Hotel Revenue Bond Indenture. No revenue or other funds from the Hilton Parking Garage shall be co-mingled or consolidated with any other parking garage, project, portfolio or accounts.

8. Assume and pay expenses in connection with the operations of the Hilton Parking Garage, according to the pre-approved operating budget. The Hotel Corporation shall reimburse the Parking Operator at the end of each month upon submittal of all invoices. All expenses in excess of \$500.00 of the budget amount for that month must be pre-approved by BDC prior to reimbursement. The Parking Operator will be compensated under a Base Management Fee and Incentive Fee schedule set forth in the Parking Agreements. The aggregate of the Base Management fee plus Incentive Fee earned, if any, shall serve as the Parking Operator's total compensation for services provided, including, without limitation, home office overhead or profit. ***See list of excluded expenses for the Parking Operator below.***
9. Comply with the Baltimore City Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) Participation Goals as provided in the RFP.
10. Comply with the provisions of Baltimore City Code Article 5, Subtitle 26 {"Hours and Wages – Service Contracts"} to ensure that all non-professional employees of the Parking Operator assigned to the Hilton Baltimore Convention Hotel Garage receive no less than the "prevailing minimum hourly wage rate" (the "Living Wage") set from time to time under Article 5, Subtitle 26.
11. Comply with **Baltimore City Residents First**, a program designed to create opportunities for businesses to access qualified City job seekers to meet their workforce needs and to improve the lives of Baltimore City residents.
12. Comply with the Insurance, Waiver of Subrogation and Indemnification requirements, as provided below.
13. Be able to mobilize and assume control of the Garage on or about July 1, 2010.
14. Comply with all applicable Federal, State and City laws and regulations with respect to the garage operations.

X. RIGHTS RESERVED BY THE HOTEL CORPORATION

- The Hotel Corporation reserves the right, in its sole discretion, to execute a contract related to the Hilton Parking Garage, based upon the written proposals received without prior discussion or negotiation with respect to those proposals. All portions of this RFP and the submissions by any Respondent recommended for the award will be considered part of the contract and will be incorporated by reference.

- The Hotel Corporation reserves the right to request additional information from any or all prospective Respondents, if necessary, in order to clarify any information contained in the proposals.
- The Hotel Corporation reserves the right, at its sole discretion, to accept or reject any and all proposals received as a result of this RFP, to waive minor irregularities, and to conduct discussions with all responsible Respondents, in any manner necessary, to serve the best interests of Hotel. Proposals rejected by Hotel Corporation will be returned to the Respondent with no further action or consideration by the Hotel Corporation.
- The Hotel Corporation, BDC, PABC and the City of Baltimore shall not be responsible for any cost incurred by any Respondent in preparing and submitting a proposal in response to the RFP.
- The Hotel Corporation is a separate entity from BDC, PABC and the City; no funds, assets or resources of BDC, PABC or the City, including but not limited to the City's General Funds, are subject to any obligations incurred by the Parking Operator; its agents or representatives.

XI. INSURANCE, WAIVER OF SUBROGATION AND INDEMNIFICATION

The Parking Operator shall provide the following minimum insurance coverage:

COMMERCIAL GENERAL LIABILITY	\$1,000,000 COMBINED SINGLE LIMITS EACH OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE
UMBRELLA EXCESS COVERAGE	\$5,000,000
GARAGEKEEPER'S LEGAL LIABILITY	\$1,000,000 COMBINED SINGLE LIMIT EACH
BUSINESS AUTOMOBILE LIABILITY	LIMITS OF NOT LESS THAN ONE MILLION DOLLARS (\$1,000,000) PER OCCURRENCE FOR ALL CLAIMS ARISING OUT OF BODILY INJURIES OR DEATH AND PROPERTY DAMAGES. THE INSURANCE SHALL APPLY TO ANY OWNED, NON-OWNED, LEASED, OR HIRED AUTOMOBILES USED IN THE PERFORMANCE OF THE CONTRACT.
CRIME - POLICY LIMITS:	\$10,000 COMMERCIAL BLANKET \$10,000 BROAD FROM MONEY INSIDE \$10,000 BROAD FORM MONEY OUTSIDE
WORKERS' COMPENSATION	Coverage A- STATUTORY COVERAGE B - \$100,000

1. The commercial general liability policy and excess and/or umbrella liability policies shall name Parking Operator as the named insured and the Baltimore Hotel Corporation, the Baltimore Development Corporation, the Mayor and City Council of Baltimore City, the Parking Authority of Baltimore City, Wells Fargo Bank N.A. (as Bond Trustee and Mortgagee for the benefit of the Registered Owners of the

Convention Center Hotel Revenue Bonds) and Hilton Management LLC d/b/a Hilton Baltimore as additional insured's.

2. The workers' compensation policy shall waive all rights of subrogation against the Baltimore Hotel Corporation, the Baltimore Development Corporation, the Mayor and City Council of Baltimore, the Parking Authority of Baltimore City, Wells Fargo Bank, N.A. and Hilton Management LLC d/b/a Hilton Baltimore.
3. All other insurance policies obtained by Operator shall name Operator as named insured's and, as appropriate, name the Baltimore Hotel Corporation, the Baltimore Development Corporation, the Mayor and City Council of Baltimore, the Parking Authority of Baltimore City, Wells Fargo Bank, N.A. and Hilton Management LLC d/b/a Hilton Baltimore as additional insured, named insured or provide coverage, as their respective interests may appear.
4. Any reference to the Baltimore Hotel Corporation, the Baltimore Development Corporation, the Mayor and City Council of Baltimore, the Parking Authority of Baltimore City, Wells Fargo Bank, N.A. and Hilton Management LLC d/b/a Hilton Baltimore shall include each of their respective elected and appointed officials, board members, officers, employees, agents and representatives.
5. The Parking Operator's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability. To the extent of the Operator's negligence, the Operator's insurance coverage shall be primary insurance as respects to the Hotel Corporation, and its elected and appointed officials, board members, officers, employees, agents and representatives. Any insurance and/or self-insurance maintained by the Hotel Corporation, and its elected and appointed officials, board members, officers, employees, agents and representatives, shall not contribute with the Parking Operator's insurance or benefit the Parking Operator in any way.
6. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the Hotel Corporation.
7. Insurance is to be placed with insurers with a Best's rating of no less than A:VII, or, if not rated with Best's with minimum surpluses the equivalent of Bests' surplus size VII and must be licensed/approved to do business in the State of Maryland.
8. The Parking Operator shall furnish the Hotel Corporation with a Certificate of Insurance with a copy of the additional insured's endorsement as verification that coverage is in force ten (10) days prior to contract commencement date. The Hotel Corporation reserves the right to require complete copies of insurance policies at any time.
9. Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render the prospective Agreement null and void; provided, however, that no act or omission of the Hotel Corporation shall in any way limit, modify or affect the obligations of Parking Operator under any provision of the prospective Agreement.

10. All deductibles applicable to, or imposed by, the above referenced insurance coverage shall be paid by the Parking Operator.
11. **Waiver of Subrogation.** Neither Parking Operator nor Hotel Corporation shall be liable to the other for having caused or contributed to any occurrence which gives rise to a casualty or claim required to be insured under the prospective Parking Agreement. All policies of insurance to be obtained by the Parking Operator shall provide that any loss shall be payable notwithstanding any act or omission of the Hotel Corporation or Parking Operator that might otherwise result in a forfeiture or disclaimer of such insurance by the carrier. The insurance carried by the Parking Operator shall provide for (i.e., consent to) the waiver of subrogation against the Hotel Corporation.
12. **Indemnification.** The Parking Operator shall indemnify, defend, and hold harmless the Hotel Corporation, and its appointed and elected officials, board members, officers, employees, agents and representatives from any and all claims, demands, suits, and actions, including attorney's fees and court costs connected therewith, brought against the Hotel Corporation, and/or its respective appointed and elected officials, board members, officers, employees, agents and representatives, arising as a result of any direct or indirect, willful, or negligent act or omission of the Parking Operator, its owners, board members, officers employees, agents or representatives, EXCEPT for activities caused by the sole negligent act or omission of the Hotel Corporation, or its appointed and elected officials, board members, officers, employees, agents and representatives arising out of the prospective Agreement.
13. Nothing contained in this Exhibit or in the Agreement shall be construed to constitute or create any employment or agency with the Hotel Corporation. The Parking Operator is not, and shall not be, an agent or employee of the Hotel Corporation.

XII. EXCLUDED EXPENSES IN THE PARKING OPERATOR'S PROFORMA

The Parking Operator of Hilton Parking Garage will not be responsible for the following expenses as noted below. These items should not be included in the Hilton Baltimore Garage Proforma.

- Replacement or FF&E Reserves (handled by the Hotel Corporation).
- Fees for the Harbor Bank demand deposit account.
- Credit Card processing fees and discounts.
- The Hotel Corporation's independent CPA annual audit fees.
- The Hotels Corporation's property/casualty insurance premiums.
- Landscaping (will be handled by Hilton).
- Street or sidewalk cleaning of Eutaw Street, Paca Street, Pratt Street or Camden Street except for the vehicular entrance ramp off Eutaw Street, the vehicular entrance and exit ramps off Paca Street, valet vehicular exit ramp off Pratt Street and the pedestrian entrance and exit off Camden Street.).
- Snow removal (will be handled by Hilton).
- Window cleaning of any windows except for the windows at the Parking Operator's office, the Valet Parking office and parking elevator lobbies.

- Any cleaning or maintenance inside the Hotel Lobby on Level One (beyond the parking entrance or the parking elevators) or the Executive Office area on Mezzanine Level.
- Utilities, except for the Parking Operator's telephone and DSL requirements.
- Otis Elevator Maintenance contract for the four parking elevators (will be handled under a hotel-wide contract, but the Parking Operator will be responsible for coordinating and managing Otis service calls.
- Stairwells #1, #3, #4, #5 and #7 beyond the Mezzanine Level of the Hotel.
- Any signage that is not specifically garage-related.
- Any storage areas in the Garage that are used by the Hotel Manager or the Retail Tenants.
- Any of the following areas in the Garage: electrical rooms, elevator machine room, emergency generator, fire equipment room, grease interceptor, plumbing equipment room, subsurface sumps and drains (other than sand interceptor), wet (Trigen) mechanical room, telecom room.

Please note: the Hotel Corporation has a maintenance contract for the garage supply and exhaust fans with Southland Industries. The Parking Operator should budget the cost of this maintenance contract in its proforma. Currently, the monthly maintenance cost is \$570.00 per month through March 1, 2010.

I. THE PARKING AUTHORITY OF BALTIMORE CITY-

The Authority will recommend award of a management agreement for the 3 City owned parking facilities (Arena, Marriott, and Redwood), based on the proposals that represents the "BEST VALUE" to the Authority as outlined in Section IX Selection Procedures. Respondents may be short-listed (at PABC discretion) based on an evaluation of the proposals.

The Authority's recommendation for award will be made by an independent panel of review and subsequent negotiations may be undertaken with the short-listed candidates who best meet the criteria established in this Request for Proposal. The Authority seeks a responsible bid of the:

1. *Financial plan for operation of the facilities (i.e., cash control, auditing, reporting, expense controls, administration fees, fixed operating expenses);*
2. *Management plan for operation of the facilities (maximization of revenue and reduction of operating expenses, payroll benefits, scheduling of personnel, liability insurance, facility security, customer service, amenities, capital improvements, legal changes to form management contract);*
3. *Proposed Fees (Base Management Fee and incentive fee);*
4. *MBE/WBE Participation; and*

5. *Other factors (such as general experience, experience in Baltimore market, local office presence, reputation in the industry, prior terminations/disputes, ability to meet the requirements of the contract and to promote the interests of the City and the PABC).*

The Authority will evaluate proposals primarily, but not exclusively, in these five areas. The Proposals will be reviewed by an independent panel (“Panel of Review”) that will make a recommendation to the PABC Board of Directors. The PABC Board of Directors shall consider the recommendation of the Panel of Review, and the Respondent whose proposal is determined to represent the “Best Value” to the City and the PABC shall be selected. The PABC and the selected Respondent shall negotiate a Management Agreement. Attached to this RFP is a copy of the PABC Standard Agreement (Contract) for review by the respondents’ legal representatives. Your proposal must include identification of any revisions/modification/additions you wish to make to the Standard Agreement. If, in the sole determination of the PABC, an acceptable management agreement is not agreed in a timely and reasonable manner, the PABC reserves the right to request new proposals or select the Respondent whose proposal represents the next “Best Value” to the City and the PABC, and so on until an acceptable management agreement is agreed and approved.

Nothing contained in this RFP or in the Agreement shall be construed to constitute or create any employment or agency with the City. The Operator is not, and shall not be, an agent or employee of the City or the Authority.

Please note that the Required BID Documents (Section II), Terms of Offering (Section IV), Agreement and Conditions (Section V), Proposal Narrative Context (Section VI), Submission Requirements, Proposal, Acceptance, Rejection, Addendum and Supplements (Section VII), MBE/WBE Participation (Section VIII) and Selection Procedures (Section IX) apply to the Hilton Baltimore Garage, unless otherwise noted in this RFP.

II. REQUIRED BID DOCUMENTS

A. Two-Year Pro Forma – Revenue Projection, Management Fee, and Operating Expenses

Attached, as **Exhibit 3-G** is a collection of worksheets that must be completed by the Respondent. These worksheets form the core financial proposals of each proposal and failure to complete these worksheets will likely result in a proposal being rejected as non-responsive. Accompanying these form worksheets are various instruction sheets that provide additional detail for completing the required proposal worksheets. **To the extent, a worksheet contains financial information (or assumptions) provided by the PABC, the Respondent shall not alter this information in its bid.** For example, to the extent the PABC provides an annual “gross revenue” assumption, the Respondent should use this assumption in its financial worksheets so that all proposals may be fairly compared and contrasted. Further to that example, should the Respondent desire to indicate an expectation of increased annual gross revenue, the Respondent should so indicate in a narrative or other form, but should not alter the standard assumption.

In addition to the information included in **Exhibit 3-G** and the instruction sheets, the respondent shall provide the following:

A proposed monthly management fee that shall include, among other things:

1. Salaries travel, and accommodation expenses of all executive and supervisory personnel of Respondent not stationed at the garage and lot;
2. General administrative and accounting expenses, including salary or wages of any person employed in the main or any branch office of the Respondent, home office, and overhead;
3. Personal property taxes of Respondent's property; and
4. All operator profit.

Operator should include a two-year projection of revenues and a projected line item expense budget (two one-year proformas) for each facility in the format attached to this RFP as **Exhibit 3-G. DO NOT MODIFY THE FORMULAS ASSOCIATED WITH THIS DOCUMENT IN ANY WAY, OR ADD ANY ADDITIONAL LINE ITEMS. CHANGES ARE TO BE INCLUDED ON THE LAST SHEET FOR NOTES.** It should include but may not be limited to: Payroll & Payroll benefits, Supplies, Uniforms, Repairs and Maintenance, Liability Insurance, Snow Removal, Sweeping, Equipment Preventive Maintenance and Miscellaneous Expenses, **(as noted above any proposed professional fees, accounting fees, etc need to be incorporated in your management fee and not a separate line item)**. The Respondent should identify those areas of the line item expenses that could be offered to MBE/WBE firms.

Respondent should also show anticipated income as a separate line item on the budget. Respondent should clearly explain the source of any additional income as part of the proposal text under the Revenue Maximization Section of the Operating Plan.

The Respondent can insert additional reasonable and customary line items of expense, but shall not materially alter the supplied format. Respondent should clearly indicate the assumptions used to arrive at the numbers presented.

B. MBE/WBE Requirements:

With the base management fee being limited to items 1, 2, 3 and 4 above, and all facility related expenses being reimbursable, the percentage of the Agreement relative to ("M/WBE") contracting will be shifted to those line items stipulated within the Operator's budget to be submitted under **Exhibit 3-G** of this RFP. Consequently, for purposes of this RFP and in the making of the Agreement, there will be a ("M/WBE") requirement under the Agreement limited to a percentage of said line items. Refer to **Section VI, Section VIII** and **Exhibit 2** hereof for details. The current goals established by the City's Office of Minority and Women's Business Opportunity (M/WBOO) are 27.0%-MBE and 10.0%-WBE of the non-salary related line items listed in the proforma and **Exhibit 2**.

Respondents will complete and submit with their response, their commitment to comply with the Baltimore City - Minority and Women's Business Enterprises Program statement, and Statement of Intent completed by each MBE or WBE sub-contractor proposed for use, attached hereto as **Exhibit 2**. One original and one copy of the MBE/WBE package shall be submitted with Respondent's proposal, **but shall not be bound with the proposal**. It is the responsibility of the Respondent to ensure that these documents are completed. **Failure to submit the completed and compliant MBE/WBE statements may result in the proposal being rejected as "non-responsive."** Any questions regarding compliance with the MBE/WBE requirements should be directed to the City's MWBOO office at 410-396-3305.

C. Proposal Narrative

Your Bid must include a Proposal Narrative in the form of your choosing, but containing all of the information referenced below in **Section VI**.

III. PROPERTY/SITE DESCRIPTION

- A.** The sites are located at – Baltimore Hilton Garage- 401 W. Pratt Street, Baltimore, Maryland 21201; Marriott Inner Harbor Garage- 405 W. Lombard Street, Baltimore, Maryland 21201; Arena Garage- 99 S. Howard Street, Baltimore, Maryland 21201; Redwood Garage- 11 S. Eutaw Street, Baltimore, MD,
- B.** **The Baltimore Hilton Garage currently has 550 spaces, Marriott Inner Harbor Garage currently has 599 spaces, Arena Garage currently has 888 spaces, and the Redwood Garage currently has 744 spaces.**
- D.** The Authority seeks creative solutions for staffing during non-peak hours of operations.

IV. TERMS OF OFFERING

The Parking Authority of Baltimore City, Inc. ("**Authority**" or "**PABC**") is seeking competitive proposals from interested parties, (hereinafter referred to as the "**Respondent(s)**" or "**Operator(s)**") who are willing and able to negotiate and enter into a **two (2)) year** Agreement to operate, and manage the Facilities as a public parking garage in accordance with the terms of this RFP and in accordance with the policies and objectives of the Facility as established by the Authority in the Agreement. In addition, the Respondent will manage the Facilities consistent with "*best-in-class*" garage management practices in the areas of financial reporting, cash control, customer service, facility maintenance, and public safety.

The goals of the Authority in offering an Agreement on the Facilities include, but are not limited to, the following:

- A.** To establish efficient parking operations that serve the monthly customers of major employers, commercial tenants, and provide maximized daily transient parking opportunities, accommodate special parking programs, occasional event parking, tourist attractions, and neighboring residential developments.

- B. To provide a positive and beneficial parking experience to all garage and lot patrons who utilize the Facilities. This is to be accomplished by providing functional, first-class, clean, excellent state-of-repair, secure and efficient parking for its customers; and
- C. Provide an escalating, maximized, and auditable stream of revenue to the Authority through the remittance of parking revenue. Respondent should also provide fiscally prudent management of the Facilities by meeting a pre-approved operating expense budget to be proposed by the Respondent.

V. AGREEMENT AND CONDITIONS

As stated above, attached to this RFP as **Exhibit 3** (with exhibits) is the Authority's standard Operation and Management Agreement and Exhibits; your Bid must include any proposed modifications/deletions/additions to the Standard Agreement that are material to your Bid. The final terms of the Agreement will be determined in the course of negotiations, but some of the essential terms will be, without limitation:

- A. The parking operation and the Facilities shall respect the character of the area and the parking operations shall use "Best-in-Class" urban parking practices recognized within the Baltimore-Washington Area.
- B. The Authority will offer the Facilities to an Operator for a term of two (2) years.
 - i. The successful Operator will assume and pay ALL expenses in connection with the operations of the Facilities according to the pre-approved operating budget, collect all revenue and deposit into a City account designated by the Authority on a daily basis, and the Authority shall reimburse the Operator at the end of each month upon submittal of all invoices. All expenses in excess of \$500.00 of the budget amount for that month must be pre-approved by the Authority prior to reimbursement.
 - ii. No storage of materials, refuse, garbage, unlicensed vehicles, etc., shall be permitted to remain on the Facility, except as allowed by Baltimore City Regulations. All dumpsters or trash receptacles shall be screened from view at all times.
- C. The Operator will be required to provide insurance coverage for **each facility** as follows:

Commercial General Liability	\$1,000,000 combined single limit each occurrence for bodily injury and property damage.
Umbrella Excess Coverage	\$5,000,000
Garage keeper's Legal Liability	\$1,000,000 combined single limit each occurrence
Crime: Policy Limits:	\$10,000 commercial blanket \$10,000 broad form money inside

\$10,000 broad form money outside

Workers' Compensation:

Coverage A – Statutory
Coverage B - \$100,000

Deductibles:

No to exceed \$2,000 per occurrence

- D.** Business Automobile Liability shall be provided at limits of not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of the prospective Agreement.
- E.** The Mayor and City Council of Baltimore, its elected/appointed officials, and employees, The Baltimore City Parking Authority, and its employees shall be covered, by endorsement, as additional insured's with respect to: liability arising out of activities performed by or on behalf of the Operator in connection with the prospective Agreement.
- F.** The Operator's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability. To the extent of the Operator's negligence, the Operator's insurance coverage shall be primary insurance as respects the City, its elected/appointed officials, employees, and agents. Any insurance and/or self-insurance maintained by the City, its elected/appointed officials, employees, or agents shall not contribute with the Operator's insurance or benefit the Operator in any way.
- G.** Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the Authority. There will be an exception for non-payment of premium, which is ten (10) days notice of cancellation.
- H.** Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VII, and must be licensed/approved to do business in the State of Maryland.
The Operator shall furnish the Authority a Certificate of Insurance with a copy of the additional insured endorsement as verification that coverage is in force. The Authority reserves the right to require complete copies of insurance policies at any time.
- I.** Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render the prospective Agreement null and void; provided, however, that no act or omission of the Authority shall in any way limit, modify or affect the obligations of Operator under any provision of the prospective Agreement.

- K. Neither Operator nor Authority shall be liable to the other for having caused or contributed to any occurrence, which gives rise to a casualty or claim required to be insured under the prospective Agreement. All policies of insurance to be obtained by the Operator shall provide that any loss shall be payable notwithstanding any act or omission of the Authority or Operator that might otherwise result in a forfeiture or disclaimer of such insurance by the carrier. The insurance carried by the Operator shall provide for (i.e., consent to) the waiver of subrogation against the Authority.
- L. The Operator shall indemnify, defend, and hold harmless the Authority, the City, its elected/appointed officials, employees, agents, and volunteers from any and all claims, demands, suits, and actions, including attorney's fees and court costs, connected therewith, brought against the Authority and/or City, its elected/appointed officials, employees, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Operator, its employees, agents, or volunteers, EXCEPT for activities caused by the sole negligent act or omission of the Authority and/or City, its elected/appointed officials, employees, agents, and volunteers arising out of the prospective Agreement.

VI. PROPOSAL NARRATIVE CONTENT

The Respondent is required to submit the following information in sufficient detail to enable the Authority to give consideration to and evaluate the Contract proposal. **See Section IX for Selection Procedures.**

A. FIRM'S EXPERTISE - A detailed narrative statement describing the previous experience of the parking management company demonstrating how the Respondent has assumed control of a facility, with technology similar to that installed in the Facility, with preference to experience with Scheidt and Bachmann equipment or the ability to train personnel at operators cost, managed multiple diverse relationships established by an owner, substantially increased revenues, and reduced expenses for an owner.

Also include in this section any contract terminations that have occurred over the past five years regardless of whether such termination was by consent or was "for cause termination" or "default". **(Limit Section A to 3 pages)**

B. FIRM'S FINANCIAL CAPABILITY - Respondent must provide documentation of its financial sufficiency to fulfill its contractual obligations in connection with a prospective Agreement. **(Limit 2 pages)**

C. OPERATING PLAN - A plan of operations that addresses the terms and conditions of the prospective Agreement; to include but not be limited to the following:

1. A brief description of the Respondent's organizational structure that would support the project. **(Limit 1 page)**

2. A staffing schedule by position, hours worked per week, rate of pay, weekly payroll, and annual payroll. **(Limit 2 pages per facility)(See Exhibit A of Standard Contract)**
3. A description of benefits provided to employees, detailing which employees are eligible for each benefit and the current costs of each benefit. **(Limit 3 pages)**
4. A narrative explaining the Respondent's Revenue Control and Cash Procedures to include: descriptions of any daily auditing programs, internal auditing programs and mystery shopper programs. **(Limit 5 pages)**
5. A narrative of the respondents insurance claim procedures. **(Limit 2 pages)**
6. A brief narrative of quality assurance mechanisms and how bidder intends to guarantee contract compliance and total satisfaction on the part of the Authority. **(Limit 3 pages)**
7. A narrative of the methods used to Maximize Revenues, including a Marketing Plan for the Facility. **(Limit 5 pages)**
8. A narrative of the methods used to Minimize Expenses for the Facility **(Limit 5 pages)**
9. Provide sample reporting that will be provided to the Authority on a monthly basis. **(Limit 10 pages)**
10. Provide **6 references with email addresses and phone numbers** (external to PABC) from facilities that are similar to the Baltimore Hilton, Marriott Inner Harbor, Arena, and Redwood Garages. **(Limit 1 page)**
11. A summary of the operating plan and philosophy for the facilities. **(Limit 5 pages)**
12. A description of the respondent's hiring process, including any screening, and testing of applicants for positions. **(Limit 4 pages)**
13. A description of respondent's training programs. **(Limit 5 pages)**
14. Identification of the respondent's local office, including details of personnel located at that local office and their duties. **(Limit 3 pages)**
15. A brief narrative of the amenities Respondent would provide to customers of the Facilities. **(Limit 2 pages)**
16. A narrative of proposed facility maintenance. **(Limit 5 pages)**
17. Signage Recommendations **(Limit 5 pages)**
18. Emergency Procedures **(Limit 3 pages)**

D. PROPOSED FEES - Proposed management and incentive fees based on “Gross Revenue,” for purposes of this RFP and the resultant Proposals, the term “Gross Revenue” shall mean gross revenues minus parking tax. Fees based on other methods may be cause for rejection of the Respondents proposal.

E TWO-YEAR PROFORMA – Revenue Projection, management fee and operating expenses for each facility – (See section II-A for details)

F. MBE/WBE PARTICIPATION - In the making of the prospective Agreement, the Authority mandates compliance with the minority and women business enterprises (MBE/WBE) to be utilized in connection with the servicing of this Agreement. Refer to **Section II, Section VIII and Exhibit 2** hereof for details.

VII. SUBMISSION REQUIREMENTS, PROPOSAL ACCEPTANCE, REJECTION, ADDENDA, AND SUPPLEMENTS

Proposals should be prepared in a professional manner and, provide a clear and concise overview of the Respondent’s ability to increase revenues and satisfy the requirements of this RFP. Proposals may include any background or other supporting information that the Respondent feels necessary, and must include at a minimum the response requirements listed in **Sections II and VI** hereof. The Authority will not be limited solely to the information provided by the Respondent, but may utilize other sources of information useful in evaluating the capabilities of the Respondent. Unique capabilities or advantages of the Respondent should be clearly stated in the proposal.

A. Submission Requirements

ONE ORIGINAL PLUS NINE (9) COPIES and one electronic version on CD-ROM; the proposal must be submitted to the Authority before the closing date and time stated in **Section IX. Proposals should be formatted with the following in mind:**

- i. Provided in sealed envelopes or packages and clearly marked as to its contents.
- ii. Oral, fax, telegraphic, electronic mail, or mail-gram proposals will not be accepted.
- iii. The submitted electronic format of your Proposal should include submission of the **Exhibit 3-G** worksheets in the same format as contained in this request for proposal. For example, to the extent the worksheet provided by the PABC is in an Excel format, the Proposal should not include these worksheets in an Adobe format.
- iv. **Proposals may not exceed 125 pages in total length, (exclusive of the MBE/WBE required documentation) and shall use presentation bindings of a comb or spiral nature, (no 3-ring bindings).**
- v. **An original and one copy of Respondent’s MBE/WBE package (Exhibit 2) must be submitted with, but apart from, Respondent’s proposals.**

- vi. Proposals or unsolicited amendments to proposals arriving after the closing date and time will not be accepted.
- vii. Failure to submit the proposals in the manner described above will result in the proposal being rejected as unresponsive.

Proposals shall be submitted with a one-time \$90.00 non-refundable fee. The \$90.00 fee shall be refunded should the Authority reject all proposals submitted. Checks should be made payable to the Baltimore City Parking Authority. All proposals not accompanied by this fee will be returned and marked rejected. The one-time \$90.00 non-refundable fee is standard for all Parking Authority bid responses.

B. Proposal Acceptance

To be considered, Respondent shall submit a complete, written response to this RFP, including any addenda issued and responses to questions and inquiries. It is essential that each Respondent adhere to these guidelines and the Proposal Contents listed in **Sections II and VI. Failure to do so will be grounds for rejection of the proposal.**

Authority will designate and assemble a panel to review and analyze the submissions. The review panel shall make its advisory recommendation(s) based on the criteria outlined in this RFP. The criteria are detailed in **Section IX.**

C. Addenda and Supplements to the RFP

Should it become necessary to revise any part of this RFP, provide additional information necessary to adequately interpret provisions and requirements of this RFP, or respond to written inquiries concerning the RFP, an Addendum to the RFP shall be provided to all entities that received the initial RFP.

D. Cancellation of the RFP; Rejection of all Proposals

The Authority may in its sole discretion, cancel this RFP, in whole or in part, or reject all proposals submitted when this action is determined to be advantageous or in the best interest of the Authority. The \$90.00 fee shall be refunded should the Authority reject all proposals.

VIII. MBE/WBE Participation

It is the policy of the City of Baltimore that minority individuals, minority, and women's business enterprises have the maximum opportunity to participate in any ownership, financing, management, operations, and employment. The Authority supports this policy and requires that all Respondents commit to the program goals. Respondents are encouraged to Partner or Joint Venture with Minority and Women's Business Enterprises, and Minority and Women's Business Enterprises are encouraged to respond to this Request for Proposal.

The Respondent will complete and submit with its bid, its commitment to comply with the Baltimore City - Minority and Women's Business Enterprises Program package

attached hereto as **Exhibit 2. Respondent shall provide one original and one copy of the MBE/WBE package, separate from Respondent's proposal.**

IX. SELECTION PROCEDURES

A. Eligibility for Selection

Generally, see Section I of these Instructions for the selection criteria and process. In order to be eligible for selection resulting from this RFP, the Respondent must clearly demonstrate to the Authority that its proposal represents the "BEST VALUE" to the City as follows:

1. A proposal possessing the Best Value is one that can clearly demonstrate to the satisfaction of the Authority that Respondent will operate a high quality parking operation that i.) supports the specific requirements identified for this Facility as to pre-negotiated arrangements, ii.) generates substantial revenue, and iii.) supports parking needs for the general public.
2. A management proposal for operating each Facility in the areas of cash control, auditing, scheduling of personnel, security, maximizing income, reducing operating expenses, and utilization of Minority/Women's Business Enterprises.
3. The Authority will focus on the components of the Respondent's base management fee and other fixed costs the operator charges for operating the facility(s), as well as creativity in proposing the incentive fees that serve to maximize utilization in the garage, managing a diverse customer base including residential, monthly and transient parkers, utilization of technology to reduce operating expenses and creative methods of developing additional income through enhancing services to customers;(i.e. car care, auto detailing, etc.)
4. A proposal possessing Best Value is one that also complies with the method and timeliness of submission, conformance to the requirements of the RFP, the program goals, and the ability of the Respondent to achieve those goals.
5. Each Respondent must be a registered business in the State of Maryland, and possess or obtain, prior to award, the necessary permit(s) as required by law, and have a local office in or within close proximity to the City of Baltimore.
6. The selected Operator shall obtain, maintain, and keep in full force and affect the types of insurance described in the RFP. The successful Respondent should deliver such Certificates of Insurance to Authority at least ten (10) days prior to the start of the Agreement.

B. Selection Criteria

These criteria are meant to be comprehensive; however, the independent Panel of Review is not bound to any selection criteria, proposal scoring, or weighting. The independent Panel's charge is to recommend the Proposal that represents the "best value" to the PABC. The independent Panel of Review will be provided the following scoring sheet to aid the formulation of their recommendation. It is provided here so

that Respondents can anticipate the types of criteria and relative importance that may be examined by the independent Panel of Review.

Parking Garage Operator Proposal Review				
RFP Title:				
Parking Operator Name:				
Reviewer's Name:				
Date of Review:				
Rating Scale:		4=Best or Very Advantageous to City 3=Acceptable/Reasonable 2=Marginal 1=Concerns/Reservations 0=Non-Responsive/Not Acceptable		
Weight Scale: (5 to 30)		30=Most Weight/Very Important 5=Least Weight/Least Important		
<u>Criteria</u>	<u>Rating</u>	<u>Weight</u>	<u>Total Possible Weighted Points</u>	<u>Total Points</u>
1. Revenue Projections		30	120	0
2. Payroll		15	60	0
3. Benefits		20	80	0
4. Insurance (GL/GKLL/WC)-Claim Processing Procedures		10	40	0
5. Repairs & Maintenance Cost		10	40	0
6. Other Operating Cost		15	60	0
7. Base Management Fee		15	60	0
8. Incentive Management Fee		15	60	0
9. Expense Controls		10	40	0
10. External References		30	120	0
11. Operating Plan		30	120	0
12. Maintenance Plan		10	40	0
13. Emergency Plan		10	40	0
14. Hiring Process		10	40	0
15. Training Program		10	40	0
16. Daily Auditing Program		15	60	0
17. Internal Auditing Program		15	60	0
18. Quality Assurance Mechanisms		5	20	0
19. Vendor's Expertise and Experience		25	100	0
TOTAL POINTS			1200	-
				0%

C. Oral Presentations

Respondents may be required to make oral presentations to PABC and/or the **Hotel Corporation** Panel of Review for purposes of clarifying their proposal. Oral presentations will be held at the offices of the Parking Authority at 200 West Lombard Street, and/or at the Hilton Baltimore, 401 W. Pratt Street. Any short-listed candidates may be asked to further refine and/or further clarify their proposal in a follow-up presentation from which the panel will make its recommendation to the Parking Authority's Board of Directors, and/or the Hotel Corporation Board of Directors. Requests for presentations are at the sole discretion of the Panel of Review or Board of Directors.

D. Approval by the Parking Authority Board of Directors

The Parking Authority will summarize and recommend its selection from the Panel of Review to its Board of Directors; in addition, the Hotel Corporation will summarize and recommend its selection from the Panel of Review to its Board of Directors. Following approval by the PABC Board, the Agreement will be prepared on behalf of the Authority and submitted to the successful Respondent, for the management of the 3 City owned facilities, and following approval of the Hotel Corporation Board, the Hilton Baltimore Agreement will be prepared on behalf of the Hotel Corporation and submitted to the successful Respondent.

E. Negotiating Period

Following recommendation of an award to the Authority's Board of Directors for the 3 City owned facilities, and following the recommendation of an award to the Hotel Corporation's Board of Directors for the Hilton Baltimore, it may be necessary or desirable for the Authority and/or Hotel Corporation to enter into negotiations with one or more of the Respondents. The Authority and/or Hotel Corporation, at its sole discretion, may cancel negotiations with the first selected Respondent and proceed with the next acceptable Respondent, solicit new proposals, or abandon the RFP and reject all proposals. Upon completion of negotiations, the Operator shall execute six (6) originals of the prospective Agreement and return them to the Parking Authority's General Counsel for presentation to the City's Law Department and Board of Estimates, for the Agreements that apply to the management of the 3 City owned facilities, and shall execute (4) originals of the prospective Agreement for the management of the Hilton Baltimore to the Hotel Corporation for presentation to the Hotel Corporation Board of Directors

F. Board of Estimates Approval

- i Decisions regarding selection of the Respondent shall be made by the Parking Authority and recommended to the City of Baltimore Board of Estimates for its formal approval. The final acceptance of any proposal and resultant Agreement is subject to the approval of the Board of Estimates of Baltimore City. **Unless and until approval by the Board of Estimates, the Agreement contemplated herein shall be null and void and of no legal effect.** Upon approval from the Board of Estimates, official notices of successful Respondent's award will be sent to each Respondent.

Section F.i. only applies to the Agreement for the 3 City owned facilities, not the Agreement for the Hilton Baltimore.

- ii Nothing contained in this RFP shall obligate the Authority and/or the Hotel Corporation to conduct a post-award debriefing to unsuccessful Respondents.
- iii The successful Respondent must be able to mobilize, transition, and assume control of the Facility from the current operator within thirty (30) days from the Authority's and/or Hotel Corporation's notice to proceed.

X. RIGHTS RESERVED BY AUTHORITY AND/OR THE HOTEL CORPORATION

- A. The Authority and/or Hotel Corporation reserves the right in its sole discretion to recommend or not recommend the award of an Agreement related to this RFP based upon the written proposals received by the Authority and/or the Hotel Corporation. All portions of this RFP and the Respondent's proposal will be considered a part of the Agreement and will be incorporated by reference.
- B. The Authority and/or Hotel Corporation reserves the right, in its sole and absolute discretion, to accept or reject any and all proposals received as a result of this RFP.
- C. No proposal may be withdrawn for a period of ninety (90) days subsequent to the Proposal Due Date without the consent of Authority and/or Hotel Corporation.
- D. No interpretation, explanation, or clarification of the Contract will be binding on the Authority and/or Hotel Corporation unless reduced to writing and signed by the Executive Director of the Authority, for the 3 City owned facilities, and by the Chairman of the Board of Directors, of the Hotel Corporation.

XI. ADMINISTRATIVE INFORMATION

A. Issue Date

The issue date of this RFP is **January 11, 2010**. For a schedule of events for this **RFP** see **Section XII**.

B. Pre-Proposal Conference

A Pre-Proposal Conference will be held on **January 25, 2010** beginning at **2:00 p.m. at the Issuing Office**. Attendance is not mandatory; however, information presented may be valuable in the preparation of proposals, and all interested Respondents are urged to attend. Respondents are limited to no more than three (3) representatives.

C. Questions and Inquiries

Questions and Inquiries, both verbal and written, will be accepted from Respondents attending the Pre-Proposal conference. Questions apart from the Pre-Proposal conference must be in writing. A summary of all substantive questions and answers will

be distributed to all entities receiving the RFP. The closing date for submitting written questions is 4:00 p.m. **on January 29, 2010.** Questions or requests received after this deadline shall not be considered.

Responses to all written questions received, and addenda (if any) will be distributed to all recipients of the RFP on or before **February 5, 2010.**

D. Closing Date for Proposals - The closing date for receipt of proposals is **4:00 p.m., March 5, 2010** Respondents who submit their proposals by mail or delivery service should allow sufficient mailing and delivery time to ensure receipt by the Issuing Officer by the time and date stated above. Proposals will not be opened publicly.

E. Issuing Office

The Baltimore City Parking Authority issues this RFP. All proposals, whether mailed or hand delivered, must be received by **4:00 pm, March 5, 2010 at:**

Baltimore City Parking Authority
200 West Lombard Street
Baltimore, Maryland 21201
Attention: Director of Operations

F. Incurring Expenses

Neither the Authority and/or the Hotel Corporation, nor City shall be responsible for any cost incurred by any Respondent in preparing and submitting a proposal or requested supplemental information in response to the RFP.

G. Duration of Proposal

Proposals are to be valid and irrevocable for a period of one-hundred and eighty (180) days following final date for submission of proposals.

H. Public Information Act Notice

Respondent should give specific attention to identifying those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such material, upon request, should not be disclosed by Authority under the Maryland Public Information Act §1-601 et seq. of the State Government Article, Annotated Code of Maryland.

I. Compliance with the Law

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

XII. SCHEDULE OF EVENTS:

- | | |
|--|---------------------------------|
| 1. Date RFP Release: | January 11, 2010 |
| 2. Pre-Proposal Conference: | January 25, 2010 2:00 pm |
| 3. Due date for all written questions: | January 29, 2010 4:00 pm |
| 4. Responses to Questions Distributed | February 5, 2010 |
| 5. <u>Proposals Due:</u> | March 5, 2010 4:00 pm |

Thank you for your interest,

Baltimore City Parking Authority
(443) 573-2800

EXHIBIT 3-G

1. Pro Forma Instructions
2. Pro Forma
3. Payroll Worksheet Instructions
4. Payroll Budget Worksheet
5. Incentive Fee Instructions
6. Incentive Fee Worksheet

Pro Forma Instructions

1. “Gross Revenue” is the revenue you believe your firm can achieve in the fiscal year. The Authority has enclosed the most recent management summary of the monthly billing.
2. “Parking Tax” is a flat 16%. The electronic file of this form automatically includes this percentage
3. “Payroll” is based on the payroll budget worksheet enclosed in this packet. You need to calculate the actual monthly payroll since operators pay either weekly, bi-weekly or on the 15th and 30th of the month Projections should be based on the number of pay periods in each month.
4. “Employee Benefits” are based on the projected payroll related benefits. This includes, without limitation, health and wealth insurance, pension or retirement and any other payroll benefit your firm may. Payroll Taxes and Worker’s Compensation should be listed separately.
5. “Supplies” through “Software Upgrades” are fields you may or may not use. If your firm believes these line items need to be part of the operating budget then insert the budgeted numbers under each month.
6. “Liability Insurance” will be based on the premium cost your firm will charge for the coverage listed in the RFP.
7. “Phone” expense is your projected monthly cost for the DSL line, office phone, and cell phones.
8. “Credit Card” fees are estimates of what your firm believe the fees would be on the monthly and daily revenue. This is only for budget purposes and will not be used to judge your firm.
9. “Security” includes costs projected for alarm systems and contract security.
10. “Base Management Fee” is based on the cost that your firm will charge each month to operate each facility.
11. “Additional Costs” are all other items that your firm needs to operate this garage which are not otherwise listed on this pro forma.
12. “Incentive Fee” is based on the information you entered on the Incentive Fee worksheet. On the electronic file of this form, you will not have to complete this field.

Payroll Worksheet Instructions

1. Place the facility name in the field labeled (Location Name)
2. The blank cells under “Position” insert each employment position, not employee name, for the specific location.
3. Insert in each day of the week the hours the position works.
4. Insert in the pay rate the hourly rate your firm pays this position.
5. The number, which is reflected in the total per pay period, should closely reflect the actual payroll expense on your monthly profit/ (loss) statement.

Incentive Fee Instructions

1. A “Gross Revenue” figure has been given to allow for fair comparison of all proposals. The gross revenue listed is the gross revenue over the past 12 months at the specific facility. For purposes of this RFP “Gross Revenue” means revenue after parking tax has been paid.
2. “Threshold” is the threshold of Gross Revenue (after parking tax) above which your firm will receive incentive fees. For example if your firm wishes to receive a fee for gross revenue greater than \$100,000, then in the cell right of the cell labeled “Threshold” you enter \$100,000. The monthly threshold will automatically be entered into each month.
3. “% After Threshold” is the percentage of Gross Revenue your firm will receive once the threshold has been met. For example, if your firm wishes to receive 10% of Gross Revenue greater than \$100,000 annually you would enter the number 10 in the cell right of the cell labeled % after threshold. The monthly incentive fee will be calculated automatically each month.