

**Request for Proposals for
Parking Meter Collection and Coin Counting Services
for the City of Los Angeles**

Date issued:	SEPTEMBER 17, 2012
Pre-proposal Conference:	OCTOBER 1, 2012 AT 10:00 A.M.
Proposal due:	NOVEMBER 26, 2012 AT 3:00 P.M.

PART I

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I. INTRODUCTION AND SCHEDULE

A. GENERAL

The City of Los Angeles (CITY) is soliciting qualified firms to submit a proposal for providing collection and coin counting services for the City's on and off-street parking meter systems. The contract shall have an original term of five years. In addition, the CITY shall have the option to extend the term of the Agreement up to four additional years, which CITY may exercise in its sole, absolute discretion.

B. MINIMUM QUALIFICATIONS

Proposers (and/or subcontractors who will be performing the applicable services) shall have the following minimum experience:

1. Three years of on and/or off-street parking meter coin collections (with at least 2.5 million collections of single and/or multi-space meters per calendar year)
2. Two years of collecting, processing and reconciliation of coin parking meter payments for a minimum of \$20 million annually.

Proposers shall submit documentation demonstrating that it and/or its subcontractors comply with the Minimum Qualifications.

Any proposal that does not meet these Minimum Qualifications by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract.

C. RESTRICTED PERIOD

A "restricted period" will be in effect from the release date of the RFP until LADOT concludes the procurement process and finalizes its recommendation in writing. During this period, all respondents and any representatives acting on their behalf are prohibited from contacting any city official regarding the RFP other than the designated procurement officer, Mr. Wayne Garcia. "City official" includes any department staff other than the procurement officer, elected officials, staff of elected officials, and city commissioners.

D. PRE-PROPOSAL CONFERENCE AND SITE-VISIT

A Pre-Proposal Conference will be held at Cal Trans Bldg., 100 South Main Street, Room 1.037, Los Angeles on October 1, 2012 at 10:00 a.m. Attendance is mandatory for all prospective contractors. Proposals submitted by a firm not attending the mandatory Pre-Proposal conference will be deemed non-responsive. All attendees must bring and provide business cards at the conference as proof of attendance. Those in attendance will also be given the opportunity to schedule site visits to the CITY's current coin counting facility.

E. SCHEDULE

The anticipated schedule for selecting a consultant is:

<u>Phase</u>	<u>Date</u>
RFP is issued by the City	September 17, 2012
Protest Period	September 28, 2012
Pre-proposal conference	October 1, 2012
Deadline for submission of written questions or requests for clarification	October 5, 2012
CITY answers and clarifications	October 19, 2012
Proposals due	November 26, 2012
Evaluation of Proposals	January 14, 2013
Oral interview of short listed firms	January 28, 2013
Contract Negotiations	February 18, 2013
Recommendation - City Approval Process	March 4, 2013
Protest Period	March 14, 2013
Contract Award or Approval	March 28, 2013
Contract Begins	April 1, 2013

The proposal schedule is an estimation of milestone dates important to the RFP process. The City reserves the right to change these dates.

II. SUBMISSION REQUIREMENTS

A. TIME AND PLACE FOR PROPOSAL SUBMISSION

Proposals must be received by 3:00 p.m. on November 26, 2012. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person or mailed to:

City of Los Angeles, Department of Transportation
100 S. Main Street, 10th Floor
Los Angeles, CA 90012
Attn: Wayne P. Garcia

B. FORMAT

For Microsoft Word processing documents, the department prefers that text be unjustified (i.e., with a ragged-right margin). Please use Arial font size 12 with pages that have margins of at least 1" on all sides (excluding headers and footers).

A Table of Contents is mandatory.

For a definition of terms, acronyms and abbreviations, see Part II of this document, Scope of Work pages 3 - 5.

C. RESPONSE PREPARATION

In preparing a response to this RFP, the following should be considered:

1. The Committee that will evaluate and score your proposal will include individuals with expertise in parking meter management systems as well as individuals with other skill sets. Therefore, your proposal should be written clearly, unambiguously, and to the extent possible, in such a manner that committee members with limited technical expertise will understand it.
2. Proposals should be specific and complete in every detail. Respondents must provide for the performance of all services as specified in the Statement of Work of this RFP.
3. While the City encourages vendor creativity in response to the RFP, the evaluation of proposals will be based primarily on responses to the Statement of Work. Failure to respond completely and fully to the mandatory requirements will adversely affect a respondent's final score.

4. Proposals may be deemed non-responsive if they consist substantially of recitations of past accomplishments and corporate history.
5. Proposals must conform to the outline below, including headings, sections, and paragraphs. Respondents may further subdivide specific paragraphs or add relevant sections at the end. However, the proposal must be clearly organized so the evaluating committee is able to easily locate responses to specific items. If a respondent cannot or chooses not to respond to any requirement, recognition of the requirement must be listed in sequence with "No Response" inserted and an explanation for the decision not to respond.
6. Proposer must state if they accept and will comply with each section or whether they take exception. If proposer takes exception, proposer must state the difficulties adapting to the proposed section or requirement(s).
7. All specified information must be provided in accordance with the outline. Reference to other documents must only be used to supplement and/or substantiate information outlined in the body of the proposal.
8. All pages must be sequentially numbered.
9. No changes or enhancements may be made to a proposal after the due date.

D. CONTENT

Firms interested in responding to this RFP must submit the following information, in the order specified below:

- 1. Introduction and Executive Summary (up to 3 pages)**

Submit a letter of introduction and executive summary of the proposal. Please provide the name, address, and telephone number of a contact person; and a brief description of your firm, as well as how any joint venture or association would be structured. The letter must be signed by a person authorized by your firm to obligate your company to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

- 2. Project Approach (up to 50 pages)**

Provide a narrative describing the services and activities that your firm proposes to provide to the CITY with respect to the Scope of Work.

Proposers are also encouraged to discuss any ideas for enhanced revenue collections, counting, reconciliation or other efficiencies and improvements to the current system that could be developed within the term of the Contract. This discussion should include the perceived benefits to the CITY of the proposed improvement.

**3. Firm and Team Qualifications, References and Staffing Plan
(up to 10 pages)**

Provide information on your firm's background and qualifications which addresses the following:

- a) A description of not more than three projects similar in size and scope performed by your firm including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. At least one project must have commenced within the last five years. Descriptions should be limited to one page for each project. If joint consultants or sub-consultants are proposed provide the above information for each.
- b) Provide references for the projects listed above, including the name, address and telephone number of at least two contacts capable of commenting on your firm's performance.
- c) Provide a list of personnel proposed for this agreement identifying: (a) the project manager (b) each key person on the project team, (c) the role each will play in the project, and (c) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the CITY's prior written approval.
- d) Provide a description of the experience and qualifications of the project team members, including brief resumes if necessary. Note: Team resumes will not be included in the page count allocation for this section.

E. PROPOSAL SUBMISSION

Respondents must submit proposals as follows:

1. The respondent shall submit one (1) original with signature(s) in ink, five (5) hard copies of the proposal and one (1) complete electronic copy in Adobe Acrobat (.pdf) format, including supporting manuals, etc, on or before (but no later than 3:00 PM) November 26, 2012. Any proposal submitted after the closing date/time will be late and not entitled to consideration.

2. Please secure each copy of the proposal in three-ring binders for the review panel using three-hole recycled paper, printed double-sided to the maximum extent practical. Please do not bind your proposal with a spiral binding, glued binding, or anything similar. You may use tabs or other separators within the document.

Proposals, copies, and related information should be sealed in a single package with the address of the respondent in the upper left-hand corner and clearly marked: PROPOSAL - PARKING METER COLLECTION AND COIN COUNTING SERVICES.

Proposals shall be hand-delivered to the Department of Transportation, Office of Parking Management and Regulations, 100 South Main Street, 10th Floor, Los Angeles, CA 90012, Attention: Wayne Garcia, Sr. Management Analyst II. The City will issue an acknowledgement of the delivered proposal.

3. Proposers must submit City's Administrative Requirements in a separate binder
4. All proposals shall be firm offers and may not be withdrawn for a period of one hundred eighty (180 days).
5. If the respondent is a partnership, the proposal and each copy must be signed in the name of the partnership by a General Partner of the firm. If the respondent is a corporation, the proposal and each copy must be signed by two officers authorized to execute such documents on behalf of the corporation. All signatures must be original and in ink.
6. Any proposal that is a joint venture must include complete documentation on the qualifications, verifiable corporate experience, and proposed tasks to be assigned to each member of the joint venture.

7. Proposer must submit the same subcontractor information in Schedule A of Attachment A-Business Inclusion Program (BIP) Outreach. Documents showing MBE/WBE/SBE/EBE/DVBE and Provisional Qualified Local Business status must be submitted with proposal.
8. The name and address of each proposed subcontractor, including the exact portion of the contract it will perform must be included. The form and content of the work provided by all subcontractors must be described in detail.
9. The respondent and any subcontractor(s) will all be evaluated on verifiable corporate experience, experience and qualification of staff, and the financial capability to perform under the terms of the contract.
- 10 Each proposal must include an Affidavit of Non-Collusion (See Attachment C).

F. COMPLIANCE WITH THE STATEMENT OF WORK

The respondent must thoroughly discuss each item in the Statement of Work (SOW) and explain in detail how each requirement will be met. No credit will be given if the respondent merely repeats the wordings in this document. The proposal should offer as much detail as possible and contain, at a minimum, the following:

- a) A detailed SOW, including project plans, to be performed under the contract which demonstrates the respondent's understanding of the project, necessary technical skills, and ability to meet City objectives;
- b) A specific statement of compliance with, or exception to, each task and deliverable contained in the SOW;
- c) A specific statement of acceptance of each individual, separate RFP requirement, or exception to any specific section of the RFP. Any statement of exceptions must be thoroughly explained.
- d) An assessment of any major difficulties anticipated by the respondent in meeting the requirements contained in the SOW.
- e) A detailed explanation of how the proposed system may be adaptable to enhancements to meet future City requirements.

G. FEE PROPOSAL

Please provide a fee proposal in a sealed envelope using the format provided in Appendix C.

H. NON-RESPONSE PROPOSALS

The City reserves the right to deem proposals non-responsive if any of the documents required by the City are omitted or if the proposal fails to satisfy all requirements of this RFP.

I. PERFORMANCE REQUIREMENTS

The respondent must specifically indicate acceptance of each service level outlined in the SOW and fully explain any exceptions. Respondents must propose methods by which each service level can be measured and documented. Proposals will be evaluated on the level of acceptance, objectivity of the measurement techniques, and the potential accuracy and reliability of the proposed methodology.

J. IMPLEMENTATION PLAN

The respondent must include an implementation plan that meets all requirements detailed in this RFP for managing and implementing the resultant contract, addressing significant implementation tasks and the projected completion dates (expressed in days after start of contract) along with City approved time frames. Additionally, the respondent must include a description of all documentation and training to be provided and the projected time to complete each portion of the Statement of Work.

K. MANAGEMENT, STAFFING AND ORGANIZATION PLAN

The respondent must provide an organization chart depicting the lines of authority and a written description of the relationships of each organizational unit, and the names of key management, technical, or supervisory personnel to be employed by the respondent or subcontractor to perform the proposed services. For each person listed the following should be included:

1. A description of the work to be performed.
2. The amount and percent of time the individual will be assigned to work on the project.
3. Relevant work experience including a description of the level of responsibility and the time to be spent in the assignment. (See Staffing Forms, Appendix D, which must be used to receive credit.) Resumes from a minimum of three (3) and a maximum of five (5) separate individuals must be submitted in order to receive credit. Incomplete forms will receive no credit.

L. CONTRACTOR CAPABILITY

The respondent must demonstrate its specific capabilities to fulfill the requirements outlined in this RFP, as well as all subcontracted firms involved in the project. Specific areas that must be addressed include, but are not limited to, the following:

1. Specific verifiable experience that can be verified by contacting reference.
2. The respondent's verifiable past performance in meeting cost estimates, schedules, implementation plans, complying with technical bid requirements, and in fulfilling all contract requirements to a customer's satisfaction.
3. Detailed information thoroughly explaining all proposed facilities and permanent staffing to help determine the respondent's ability to execute the functions of this project. i.e. collections, counting and support services.
4. Documentation on the financial status of the respondent and all subcontractors illustrating that the companies will continue in business through the period of the contract and can finance the cost of adequate personnel and support facilities. At a minimum, the documentation must include Balance Sheets and Profit and Loss Statements for the most recent three years, which have been audited by a Certified Public Accountant.

M. ADDITIONAL INFORMATION

This section should include any additional information that the respondent believes to be essential to a thorough evaluation of its proposal. If no additional information is appended, respondents should state "There is no additional information to be presented."

N. ATTACHMENTS

List all attached reports, financial documents, etc. and sequentially number all pages of the proposal and attachments.

O. OPTIONAL SERVICES

Please provide a fee proposal for the following Optional Services:

1. Collection Analyst – To monitor and adjust collection frequencies based changes to payment (credit vs. coin) and parking patterns.

III. EVALUATION AND SELECTION CRITERIA

A. EVALUATION COMMITTEE

The proposals will be evaluated by a selection committee comprised of parties with expertise in transportation, finance, parking meter operations, and administration. LADOT will appoint an Evaluation Committee and appoint a committee Chair from among the Committee members. The Evaluation Committee shall examine each proposal that meets the mandatory requirements and recommend a contractor to the General Manager of LADOT. The General Manager's recommendation must receive the approval of the Mayor and City Council in order for a contract to be awarded.

B. EVALUATION CRITERIA

This is a best value procurement. It is not a low bid procurement and price is only one consideration in the evaluation process. Written proposals for responsive proposers will be evaluated using the following criteria and points and will be awarded a maximum of 100 points.

The CITY intends to evaluate the proposals generally in accordance with the criteria itemized below:

1. PROJECT APPROACH (50 points)
 - a) Coin collection services, staffing and management
 - b) Counting services, staffing and management
2. FIRM AND TEAM QUALIFICATIONS, INCLUDING REFERENCES (25 points)
 - a) Firm qualifications
 - b) Project team and subcontractors qualifications
3. FEE PROPOSAL (25 points)
 - a) All fees and rates shall be based on the SOW.

C. ORAL PRESENTATION

After scoring the written proposals, Evaluation Committee members shall turn in their scores for each respondent to the Chair. Committee members shall not share their scores with other Committee members or any other party. The Chair shall tally and summarize the scores for each Committee member, including him or herself. All proposals that score a minimum of 70 points from all Evaluation Committee members will be placed on a short list. Notwithstanding the scores, LADOT reserves the right to reject any proposal that fails to receive at least 70% of the maximum points in all three evaluation criteria. Note that these scores only will be used for screening purposes to establish the short list and will not be used in determining the recommended respondent.

D. ORAL INTERVIEW

Respondents on the short list may be invited to make an oral presentation and highlight the strengths of their proposal. Failure to appear for the scheduled oral presentation shall be grounds for disqualification from the procurement; however, LADOT reserves the right to exercise discretion if there are extenuating circumstances. No proposal may be altered or enhanced during the oral presentation. Evaluation Committee members may ask respondents questions about their proposal. After each oral presentation, each Committee member shall score the respondent using the three evaluation criteria and points from Section III (B) and considering both the written proposal and oral presentation (final score). Committee members shall not share scores with any one else. LADOT reserves the right to schedule more than one interview if the department determines that doing so will improve the Committee's understanding of a respondent's proposal.

E. FORCED RANKING

Each Committee member shall rank all respondents from highest to lowest based on the final scores he or she gave to each respondent. In the event of a tie in points, the Committee member shall still rank the respondents. Equal rankings shall not be allowed. Each Committee member shall turn in both their final scores and their rankings to the Chair. The Chair shall confirm the rankings based on the final scores and summarize the rankings. If a consensus ranking is not achieved (i.e. all Committee members rank the same respondent first) then the Chair shall convene the Committee to discuss the strength and weaknesses of each respondent. After the discussion, each Committee member shall privately re-rank all respondents and turn in the rankings to the Chair. If a consensus ranking is achieved then the highest ranked respondent shall be recommended. If a consensus is not achieved, then respondent with the highest ranking average rank (with each Committee member's ranking weighed equally) shall be recommended. In the event of a tie, the Chair shall recommend the preferred respondent from among the tied respondents and shall document in writing the reason for his or her decision. The Chair shall present the Evaluation Committee's recommendation to the General Manager. The General Manager is the final decision maker at LADOT and will submit the department's recommendation to the Mayor and City Council.

Note that scores only will be used for purposes of forced ranking for each Committee member. Under no circumstances will the sum of final scores, average of final scores, or any other methodology involving the final scores be used to select the recommended respondent.

IV. APPROVAL OF RECOMMENDED RESPONDENT

The General Manager's recommendation must be approved by the City Council and Mayor in order for a contract to be awarded.

V. CONTRACT AWARD

The CITY will select a proposer with whom CITY staff shall commence contract negotiations. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time, then the CITY, in its sole discretion, may terminate negotiations with the highest-ranked proposer and begin contract negotiations with the next highest-ranked proposer.

VI. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. ERRORS AND OMISSIONS IN RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department's procurement officer (by email) promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

B. INQUIRIES REGARDING RFP

Inquiries regarding the RFP and all oral notifications of intent to request written modification or clarification of the RFP, must be directed to:

Wayne.Garcia@lacity.org

All the inquiries regarding this RFP must be submitted by e-mail only. CITY staff will memorialize the questions and answers in a Questions and Answers document, posted on the LABAVN website, which will be combined with the questions and answers from the pre-proposal conference.

C. OBJECTIONS TO RFP TERMS

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten calendar days after the RFP is issued, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. DELIVERY OF PROTESTS

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

City of Los Angeles, Department of Transportation
100 S. Main Street, 10th Floor,
Los Angeles, CA 90012
Attn: Wayne P. Garcia

E. ADDENDA

CITY may modify the RFP, prior to the proposal due date, by issuing Addenda, which will be posted on the LABAVN website. The proposer shall be responsible for ensuring that its proposal reflects any and all Addenda issued by the CITY prior to the proposal due date regardless of when the proposal is submitted. Therefore, the CITY recommends that the proposer consult the LABAVN website frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Addenda. The CITY will not contact proposers to notify them of any changes to the RFP.

F. TERM OF PROPOSAL

Submission of a proposal signifies that the proposed services and prices are valid for 180 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

G. REVISION OF PROPOSAL

1. A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.
2. In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.
3. At any time during the proposal evaluation process, the CITY may require a proposer to provide oral or written clarification of its proposal. The CITY reserves the right to make an award without further clarifications of proposals received.

H. ERRORS AND OMISSIONS IN PROPOSAL

Failure to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

I. FINANCIAL RESPONSIBILITY

CITY accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the CITY and may be used by the CITY in any way deemed appropriate.

J. COMMUNICATIONS PRIOR TO CONTRACT AWARD

It is the policy of the CITY that only CITY staff identified in the RFP as contacts for this competitive solicitation are authorized to respond to comments or inquiries from Proposers or potential Proposers seeking to influence the contractor selection process or the award of the contract. This prohibition extends from the date the RFP is issued until the date when the contractor selection is finally approved by the CITY.

All firms and subcontractor(s) responding to this RFP are hereby notified that they may not contact any CITY staff member, other than a person with whom contact is expressly authorized by this RFP for the purpose of influencing the contractor selection process or the award of the contract from the date the RFP is issued to the date when the contract award is approved by the CITY. This prohibition does not apply to communications with CITY staff members regarding normal City business not regarding or related to this RFP.

Except as expressly authorized in the RFP, where any person representing a Proposer or potential Proposer contacts any CITY staff for the purpose of influencing the content of the competitive solicitation or the award of the contract between the date when the RFP is issued and the date when the final selection is approved by the CITY, the Proposer or potential Proposer shall be disqualified from the selection process. However, a person who represents a Proposer or potential Proposer may contact City elected officials and may contact the General Manager of the Department of Transportation of the CITY if s/he is unable to reach the designated staff contact person(s) identified in the RFP or wishes to raise concerns about the competitive solicitation.

Additionally, the firms and subcontractor(s) responding to this RFP will not provide any gifts, meals, transportation, materials or supplies or any items of value or donations to or on behalf of any CITY staff member from the date the RFP is issued to the date when the contract award is approved by CITY.

All lobbyists or any agents representing the interests of proposing prime contractors and subcontractor(s) shall also be subject to the same prohibitions.

VII. CONTRACT REQUIREMENTS

A. STANDARD CONTRACT PROVISIONS

The contract awarded pursuant to this RFP is subject to the Standard Provisions for City Personal Contracts or Personal Services Contracts included as Appendix A and Mandatory City Contract Requirements, General City Reservations and Appeal Procedures as Appendix B. These shall be incorporated into the contract. Respondents are to carefully review these provisions. All required documents must be completed and submitted along with their proposal.

B. REQUIRED ATTACHMENTS AND CITY DOCUMENTS

The following documents are required by the City and must be completed by the respondent and included with the proposal. Exemplars and explanatory material for each are attached. All documents must be included in the order listed below and marked as an attachment with the corresponding letter designation used in this RFP. Proposals may, at the discretion of the City, be deemed "non-responsive" if they do not include all of the listed documents or if there are incomplete documents.

Affidavit of Non-Collusion (Attachment C)

Staffing Forms (Appendix D)

Background, Experience and Financial Responsibility Questionnaire (Appendix E)

C. CITY ADMINISTRATIVE REQUIREMENTS

Compliance documents with the City's Administrative Requirements must be submitted with the proposal with the exception of the Equal Benefits Ordinance, Affirmative Action and Slavery Disclosure Ordinance forms. Failure to comply with these requirements may render the proposal non-responsive. Exemplars and/or explanatory material for each item are provided in the cited attachments. For consistency of reference, all documents should be included in the order listed below, and marked as an attachment with the corresponding letter designation utilized in this RFP (e.g., Compliance with Child Support Obligations – Attachment F).

Because some of the requirements require extensive time to complete, the City strongly encourages proposers to commence these activities prior to the Pre-proposal Conference.

VIII. OTHER CITY REQUIREMENTS

A. BUSINESS TAX REGISTRATION CERTIFICATE

All persons who do business with or within the City of Los Angeles are required to obtain a Business Tax Registration Certificate (BTRC) from the City Clerk's Office and pay business tax. The selected contractor must submit a copy of its City of Los Angeles BTRC and have the Certificate on file with the City Clerk's Office, Room 360, City Hall, 200 N. Spring Street, Los Angeles, CA 90012.

B. WITHHOLDING OF FEES

The City shall have the right to withhold the payment to the Contractor of all fees due and payable pursuant to the Contract for a continued failure by the Contractor to perform any of its material obligations as described in the Contract. Such right to withhold shall continue until the Contractor remedies such failure to perform provided; however, that such failure must have been identified in writing and delivered by certified mail to the Contractor prior to such withholding.

C. LIQUIDATED DAMAGES

Liquidated damages shall include, but are not limited to:

1. A Delivery and Deployment Schedule shall be provided within ten (10) days of the effective date of the Agreement. Failure to submit each schedule shall result in liquid damages of \$1,000 per day until submitted.
2. Should contractor supplied equipment be damaged or stolen during contractor-performed maintenance and support services, the contractor shall repair or replacement said equipment within four (4) business days. If contractor fails to repair or replace, LADOT shall have the option to repair or replace at its cost, and subtracting these amounts from any monies owed to the contractor.
3. Should contractor fail to provide maintenance or support within the timeframe provided in the Warranty and Service Agreement, the LADOT shall notify the contractor of the default in writing. Liquidated damages of \$1,000 per day shall be assessed for every day following such notice.
4. Should contractor fail to respond to a Notice of Default within one (1) business day, liquidated damages of \$1,000 per day shall be assessed.
5. Should contractor fail to provide plans for correcting action to a default to the LADOT on a weekly basis, liquidated damages of \$500 per day shall be assessed thereafter on a weekly basis.
6. For each instance the contractor fails to respond to telephone contact to its service desk within 30 minutes, liquidated damages of \$100 per hour of delay shall be assessed.

D. HEADQUARTER'S ADDRESS AND WORKFORCE RESIDENCY

The contractor shall include with the proposal a statement indicating the address of their headquarters as well as the percentage of their workforce residing in the City of Los Angeles.

E. INTERPRETATION AND ADDENDA

Any subsequent change to or interpretation of the RFP will be posted on the LABVN to each firm or individual to whom an RFP is sent and any such changes or interpretations shall become a part of said RFP and may be incorporated into any contract awarded.

IX. RIGHTS RESERVED TO THE CITY

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

- 1) Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- 2) Reject any or all proposals;
- 3) Reissue a Request for Proposals;
- 4) Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
- 5) Procure any materials, equipment or services specified in this RFP by any other means; or
- 6) Determine that no project will be pursued.
- 7) No Waiver

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

A. RIGHTS OF REJECTION

Notwithstanding any other provisions of this RFP, the City reserves the right to reject any or all offers submitted in response to this RFP, and to waive any informality in an offer when to do so would be in the best interest of the City.

B. RIGHT OF REVISION AND EXTENSION OF SUBMISSION DEADLINE

The City reserves the right to revise this RFP and the right to extend the deadline to respond to this RFP. The City will post any revisions made to this RFP on the LABAVN.

C. WITHDRAWALS

All proposals shall be firm offers and may not be withdrawn for a period of one hundred and eighty (180) days following the deadline of submission of proposals noted herein.

D. PERFORMANCE BOND

Prior to commencement of work under this Agreement, Contractor shall file with the City a corporate surety bond, in the amount of one hundred thousand dollars (\$100,000) to guarantee the faithful performance of the Agreement. If the Contractor provides the City with a bond for a period less than the full term of this Agreement, the Contractor shall provide advance written notice to the City at least ninety (90) days prior to the expiration of the bond if the corporate surety decides to cancel the bond, not to extend the term of the bond, or not to issue a Continuation Certificate.

Any corporate surety issuing these bonds shall be legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties shall have a current A.M. Best rating not less than "A-.VIII" and shall be satisfactory to the City.

Prior to acceptance of Contractor's performance bond, Contractor shall submit to City the form of the proposed performance bond for approval by City. Both the initial expense and the annual premiums on the bond shall be paid by Contractor.

Failure on the part of Contractor to procure and maintain the required performance bond, or performance bond alternative instrument or payment, shall constitute a material breach of the Contract upon which City may terminate the Contract.

E. INSURANCE

During the term of this contract and without limiting the contractor's indemnification of the City, the contractor shall provide and maintain at its own expense the insurance requirements indicated in Appendix A.

F. LIMITS OF LIABILITY

The contractor shall maintain limits no less than:

- 1. General Liability:** \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separate to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage, combined or equivalent in split limits.
3. **Workers Compensation Statutory: Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.
4. **Crime Insurance:** \$500,000
5. **Performance Bond:** \$100,000

G. DISCLOSURE OF INFORMATION

Once the final contract is awarded, the selected contractor shall not disclose any details in connection with City records maintained by the contractor without the advance approval of the City's Contract Administrator. The contractor may identify its services to clients provided that during the performance period of the contract, the contractor shall not publish or disseminate commercial advertisements, press releases, or feature articles using the name of the City without the written consent of the City's Contract Administrator.

H. PROPRIETARY CONSIDERATION AND THE PUBLIC RECORDS

Responses to this RFP become the exclusive property of the City of Los Angeles. At such time as the Department of Transportation recommends a vendor to the Mayor, or the item appears on the City Council agenda, all proposals submitted in response to this RFP become a matter of public record and shall be regarded as public records. The respondent must identify, in writing, all copyrighted materials or other proprietary information that it claims is exempt from disclosure under the Public Records Act. The respondent claiming such an exemption must also state in its proposal that it agrees to defend any action brought against the City for refusal to disclose such material to any party making such a request. Any respondent who fails to include such a statement shall be deemed to have waived its right to an exemption from disclosure as provided by the Public Records Act.

I. ETHICAL CONDUCT

The respondent must certify that no City official or employee has any financial or other interest in the respondent's business enterprises or in the performance of the contract that results from this RFP, nor were any inducements offered or given to any City employee in the consummation of the contract. A violation of this clause may cause the City to void the contract and recover any fees.

J. INCORPORATION OF CONTRACT

In drafting the contract, all Sections, Exhibits, Attachments, Appendices, Addendums and responses to the RFP are to be considered as part of the contract.

While this RFP and the selected respondent's proposal, or any part thereof, may be incorporated into and made part of the contract, the City reserves the right to renegotiate with the selected respondent the final terms and conditions of the contract.

K. CONTRACT AMENDMENT

The City reserves the right to change any portion of the work required under the contract, or amend such other terms and conditions which may become necessary. Any revisions shall be accomplished as follows:

1. CHANGES

For any change which does not significantly affect the scope of work, as set forth in the Statement of Work, the period of performance, payments, or any term or condition included under the contract, a Change Notice shall be prepared and signed by the Department's General Manager and the contractor's Project Director.

2. AMENDMENTS

For any revision which significantly affects the scope of work, period of performance, payments, or any term or condition included in the contract, an Amendment to the contract shall be approved by the Contractor's Project Director and executed by the General Manager of the Department of Transportation, subject to the approval of the Mayor and City Council. All Contract Amendments shall be subject to the approval of the City Attorney as to form and legality.

3. EXTENSIONS

To the extent that an extension to the contract to complete a SOW deliverable does not significantly impact either the scope of work or cost of the contract, the Department's General Manager may, at his/her sole discretion, grant a contract extension on a month-to-month basis under the same terms and conditions as the attested contract.

L. TERMINATION FOR CONVENIENCE

- A. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

- B. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions shall include, without limitation:
- (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by City.
 - (2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
 - (3) Terminating all existing orders and subcontracts.
 - (4) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - (5) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
 - (6) Completing performance of any services or work that City designates to be completed prior to the date of termination specified by City.
 - (7) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.
- C. Within 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:
- (1) The reasonable cost to Contractor, without profit, for all services and other work City directed Contractor to perform prior to the specified termination date, for which services or work City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
 - (2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all services and other

work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

- (3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the City or otherwise disposed of as directed by the City.
 - (4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the services or other work.
- D. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).
- E. In arriving at the amount due to Contractor under this Section, City may deduct: (1) all payments previously made by City for work or other services covered by Contractor's final invoice; (2) any claim which City may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the City, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.
- F. City's payment obligation under this Section shall survive termination of this Agreement.
- G. Upon termination of this Agreement prior to expiration of the term specified, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement

had been completed, would have been required to be furnished to City.
This subsection shall survive termination of this Agreement.

X. Appendices

Appendix A	Standard Provisions for City Contracts
Appendix B	Mandatory City Contract Requirements, General City Reservations, and Appeal Procedures
Appendix C	Pricing and Billing Proposal
Appendix D	Staffing Forms A - Conversion Staffing B - Permanent Staffing C - Employee Background Form
Appendix E	Background, Experience and Financial Responsibility Questionnaire
Appendix F	Current Collection Schedule

XI. List of Attachments

Attachment A	MBE/WBE/OBE Subcontractor Outreach Program
Attachment B	Non-Discrimination/Equal Employment Practices, Affirmative Action
Attachment C	Affidavit of Non-Collusion
Attachment D	Service Contractor Worker Retention/Living Wage Ordinance
Attachment E	Contractor/Bidder History
Attachment F	Child Support Obligations
Attachment G	American with Disabilities Act
Attachment H	Equal Benefits Ordinance
Attachment I	Contractor Responsibility Ordinance
Attachment J	Contractor Evaluation Ordinance
Attachment K	Slavery Disclosure Ordinance
Attachment L	Los Angeles Residence Information
Attachment M	Municipal Lobbying Ordinance
Attachment N	First Source Hiring Ordinance
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PART II

SCOPE OF WORK

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TABLE OF TERMS/ABBREVIATIONS

TERM / ABBREVIATION	DEFINITION/FULL TEXT OF TERM / ABBREVIATION
ANSI	American National Standards Institute
Business Day	Monday through Friday, excluding holidays.
Business Hours	Monday through Friday, 8 a.m. to 5 p.m.
CALS	Client Access Licenses
Cashbox	Coin depository within multi-space meter
CCS	Central Computer System
CLK	Abbreviation for clock
Coin Can	Coin depository within the vault of each single-space meter.
Coin Canister	Container used by collectors into which multiple individual meter cans are collected. Canisters are restricted for use within one collection zone.
Collection Crew Shift	Work shift for meter coin collectors
Collection Route	A series of parking meters that are generally grouped by geographic locations, hours of operation and meter rates
Collection Sub-route	Smaller portion of collection route
Collection Canister	Canister used by collection staff to deposit coins from the coin canister
Collection Canister Head	Upper part of the collection canister with coin canister receptacle.
Collection Cart	Wheeled cart used by collection staff to maneuver a single collection canister while collecting meter revenue
Contractor	The vendor who is awarded the contract
CSV	Comma separated values file
Data Collection Crew	One driver and one or two parking meter collector
Day	A calendar day.
DBMS	A software package with computer programs that control the creation, maintenance, and the use of a database
DES	Data encryption standard
Duncan	Meter Manufacturer
EEPROM	Electrically erasable programmable read-only memory located on the bottom of the Duncan/Reino intelligent cashbox
Financial Audit Data	Itemized coin, credit card and revenue total
Fiscal Year	July 1 – June 30

TERM / ABBREVIATION	DEFINITION/FULL TEXT OF TERM / ABBREVIATION
FTP	File transfer protocol
Incumbent	Serco Inc.
Intelligent Duncan/Reino Cashbox	Reino/Duncan multi-space cashbox with electronic memory chip on the bottom
IPS	Single-space meter manufacturer
IPS MMS	IPS Meter Management System
ISO	International Standards Organization
Jet Sorter	Coin sorter
LAN	A local area network (LAN) is a computer network that interconnects computers in a limited area
Medeco	Manufacturer of electromechanical locks
MERGE	City's comprehensive Meter Management System, currently in development by Xerox
MMS	Meter Management Software
MS SQL	Microsoft SQL Relational Database
MST	Money Systems Technology Inc., manufacturer of the coin sorter
Multi-Space Meters Collection Crew	One driver and one parking meter collector
Nexgen Key	Medeco Electronic Key
Nexgen Lock	Not Integrated Medeco Electromechanical Lock
NFC Sensor	Near Field Communication Sensor
Non-Productive Time	The driving time between routes and walking time on blocks that have few or no meters.
ODBC	Open Database Connection
OLE	Object Linking Embedding
Digital Payment Technologies	Multi-space parking meter manufacturer
Pay Station	Multi-space parking meter
PDT	Personal Data Terminal
Reino/Duncan	Multi-space parking meter manufacturer
Reino/Duncan MMS	Reino/Duncan Meter Management System
City	CITY OF LOS ANGELES
City Meter Repair Shop	City meter maintenance headquarters, located at 555 Ramirez St, Los Angeles, CA
Single-Space Meters Collection Crew	One driver and two parking meter collectors

TERM / ABBREVIATION	DEFINITION/FULL TEXT OF TERM / ABBREVIATION
SQL	Structured Query Language
T1	A point-to-point telecommunication line
WAN	A wide area network (WAN) is a telecommunication network that covers a broad area
XML	Extensible Markup Language (XML) is a set of rules for encoding documents in machine-readable form

I. COIN AND DATA COLLECTION SERVICES

A. Collection Service Staffing Requirements

Field supervisors must ensure that all meter collectors are aware and knowledgeable of the routes assigned for collection and that each collector collects the route in sequence and completely.

Contractor will provide mobile support to all of the collection crews in the field in case they encounter mechanical or technical problems. The **On-Street Supervisor** will supervise all of the Crew Leaders and collectors to ensure that they are following approved policies and procedures.

The **Collections and Counting Manager** will have general oversight of all of the Contractor's employees that work for the City on parking meter collections. The Collections and Counting Manager will ensure that all crews complete their daily assignments following Contractor's Standard Operating Procedure.

Contractor will monitor all the daily activities and track such problems as broken meters, faulty keys, locks, and/or any other equipment problems that might arise.

Contractor at the minimum will be able to provide two types of collection services:

- 1) Single-Space Collections
- 2) Multi-Space Collections

The following is the crew configuration currently in place. ***Proposers may wish to alter these configurations and are welcome to do so.***

Single-Space Collections – Current crews consists of crew leader and two collectors. All crew members perform meter collections. The number of collections by each crew member should be based on established collections frequencies, route and sub-route structure, and the geography of City streets. The minimum number of meters collected, per collector, per day shall be 650.

Multi-Space Collections – Current crews consists of a Crew Leader and one collector. Both crew members shall be present while performing multi-space meter collections. The number of collections by each crew member should be based on established collections frequencies, route and sub-route structure, and the geography of City streets. The projected number of multi space collections per year is 22,491.

B. Routes and Schedule

The City will provide the list of current City collection routes/sub-routes and the most current frequency of collections to the Contractor. A six (6) month example of current routes is shown as attached. The City expects the contractor to recommend changes to the routes, route schedule and collection frequency as required by normal meter installations and removals, rate changes, credit card or smart phone usage, segregated revenue rate tests, meter pilots, security concerns, or when additional collections are required. The City will provide Contractor with a 10 business day notice of approved or unapproved changes in the

collection schedule and confirm the scheduling change in writing. The contractor must implement the changes within 10 business days of notification from the City.

Upon contract award, the contractor will be required to develop and submit a parking meter collection plan to the City for its review and approval that will ensure that every parking meter is collected on a consistent schedule. This schedule will ensure that no canister is filled above 85% of the canisters capacity and should discourage theft. Once approved and implemented, the City requires that the collection plan be re-evaluated by the City and Contractor on a monthly basis.

Contractor will be required to incorporate the following parameters into its proposed coin collection plan:

- 1) Collection work shall be set at a frequency such that no coin canister on a collection route is expected to be filled more than **85%** of its capacity by volume using recent revenue data.
- 2) Collection work shall be designed so that the number of collection crew shifts required to collect the assigned meters maximizes revenue across all five working days of the week.
- 3) The collection plan shall demonstrate flexibility in adjusting to different parking meter rates and payment methods across the City.
- 4) The Collection plan should include optimizing collection route and subzone boundaries.
- 5) Contractor will develop a collection plan to include collection maps.
- 6) The collection plan shall minimize the amount of Non-Productive Time.
- 7) The ability to combine single- and multi-space collection routes for enhanced coin collections.
- 8) Contractor must perform meter collections daily, Monday through Friday.
- 9) A specific crew for 'just in time' collections in the LA Express Park area (M-F).
- 10) LA Express Park Collections as needed on weekends determined by Meter Investigation and Security (MIS) or Meter Planning.
- 11) Special Collection Days Citywide for loose coins in the meter wells.

Contractor will be responsible for checking City website each calendar year to verify the dates of observed meter holidays. Currently the City observes twelve meter holidays and does not collect on those days. The twelve holidays are: New Year's Day, Martin Luther King's Birthday, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. However, the City reserves the right to require Contractor to collect from City parking meters on City-observed meter holidays and weekends, if necessary.

C. Collection Schedule

Collections are currently scheduled on two week cycle, with every meter and Pay Station collected at least once every two weeks. Daily collection schedules are divided into collection routes assigned to three-person collection crews with each crew using one safeguarded vehicle.

Currently the City collection routing system is structured as follows:

<u>Routes</u>	<u># of Meters</u>
Single-Space Meter Routes	119
Single-Space Meter Sub-Routes	333
Multi-Space Meter Routes	32

D. Required Collection Services

Contractor will issue at the beginning of each collection day, at a time specified in advance, all required equipment (e.g.: electronic Nexgen keys, Handheld devices, daily assignments lists, and locked and sealed collection canisters on wheeled carts) each labeled with permanent identification numbers and appropriate security seals. A City representative or his/her designee will assign schedules and route/sub-route assignments before each collection day within the appropriate management systems. The Contractor will collect the revenue from all parking meters in strict accordance with the appropriate schedule, showing the routes and the frequency of collection as approved by the City. Each collector shall collect from all meters on each daily assigned route, and must not be allowed to cross zones.

1) Single-Space Meters:

The City currently utilizes two types of single-space parking meter mechanisms: **Duncan** and **IPS** and **three** type of parking meter housings: **Duncan Model 70, 80 and 95**. The City parking meter housings have been outfitted with either a **Kaba Mechanical Lock** or a **Medeco Nexgen Lock** or a **National Mechanical Lock**. In order to access the meter **vault**, the Contractor will be required to use either a **mechanical key** or Nexgen electronic key. Contractor will open only one (1) single-space parking meter **vault** at a time, remove the coin can, insert the **coin can** in the head of the collection canister and turn the coin can sufficiently to empty the can. Once empty, the collector will remove the coin can from the head of the collection canister, reinsert the empty can into the parking meter **vault** and close, secure and lock the parking meter **vault** door. It is the responsibility of the Contractor to ensure that coin cans are reinstalled correctly in the meter **vault** and the **vault** door is properly closed by collectors once they complete their collection activities. It is expected that the Contractor will collect on average from at least one meter every 45 seconds. When collecting **IPS** meters the Contractor will ensure that each meter is reset by properly inserting the **audit** collection card into meter's credit card slot. If a meter fails to reset, it must be reported in the daily meter condition report.

2) Multi-Space Meters (Pay Stations):

The City currently utilizes two types of multi-space Pay Stations: **Duncan (Reino, VM/VS)** and **Digital Payment Technologies Shelby**. Pay Stations have been outfitted with a **Medeco Nexgen Lock**. In order to access any type of **Pay Station vault** Contractor will be required to use a Nexgen electronic key. Contractor will open only one (1) Pay Station at a time according to manufacturer's instructions based on the type of Pay Station. In the future, other manufactured Pay Stations may be used. The security protocol must be followed explicitly by removing filled cash boxes and placing empty cash boxes into the Pay Station **vault**, and securely locking the unit after the **vault door** is closed. The contractor should verify that cash boxes seated properly. The cash boxes shall be stored in vehicles where access is controlled. Contractor will

ensure that each Crew Leader maintains logs of what cashboxes were inserted and collected from which Pay Stations. The control log shall at a minimum contain the following information:

- a) Collection Date
- b) Collection Time
- c) Pay Stations Location ID
- d) Collected Cashbox ID
- e) Empty Cashbox ID
- f) Collection Route/Sub-route
- g) Collector's identification
- h) Crew Leader's signature

Neither collectors, crew leaders nor supervisors shall carry tools of any kind when performing their collection duties. To include knives, scissors, wire cutters, or any other cutting tool.

Parking meter canisters or Pay Stations shall not be used as storage for other than the coins/currency deposited in the meter and Pay Stations. Collection canisters shall not be filled to a point where coins can be removed by turning the canisters upside down and shaking and/or by opening the coin deposit neck of the canisters.

Contractor will supply the Counting Facility with an approved transmittal form identifying each collection **coin canister** by number, route, sub-route street side (Odd/Even, North/South, or East/West), collector's name and Crew Leader's name. Contractor will deliver parking meter coins the same day they are collected to the Collections and Counting Facility in enough time to allow for coin counting and armored car pick-up of proceeds. All coinage collected shall be transported in fully enclosed and secured vehicles.

3) **End of Cable:**

The End of Cable Program is a program designed by Nexgen in order to prevent the collection of unassigned sub zones by collectors. The importance of this program is to prevent the mixing of revenues from one zone to another zone. The End of Cable Program will prevent a collector from collecting meters that are assigned to another zone by utilizing Nexgen key technology and software.

The Nexgen Security Manager System (NSMS) will be used to manage the programming of each individual key with the specific Sub Zones. The Sub Zones programmed unto the key will not have an associated collection canister assigned by the NSMS at the time of programming. This function will occur in the field and will be carried out by the collector assigned to a specific route and sub zone.

The End of Cable program will work in the following manner. When the Nexgen key is connected to a collection canister by the collector the key will become active in "Collect Mode". At this point the key will recognize the canister and will read the lock associated with the canister. The key will not open the canister it will only recognize the canister. Once the collector marries the canister and the key, the collector will begin their collection route. The first meter lock that is touched by the key after the key has been set to "Collect Mode" will lock that key to the specific sub zone being collected. This will

prevent the collector from collecting other subzones not associated with the collection canister, thus preventing the mixing of revenue from one zone to another by the collector.

All collection attempts will be stored in the Nexgen Key memory and will remain stored until the key is downloaded at the end of the day. Once the download occurs a report will be generated that will identify the sub zones and the meters that were collected, a report will also be generated detailing any missed or skipped meters in the sub zone. Once the collector completes their collection route, the collector will be required to touch their coin canister once again to disengage the "Collect Mode". Once this is accomplished the collector will be able to change canisters and proceed to a new sub zone. Once the collector begins the new sub zone, the collector will be required to touch the new canister in order to place the key into the "Collect Mode" at this point the collector will be able to continue their collection route, or begin a new route in a different sub zone.

4) **LA Express Park:**

The selected contractor resulting from this RFP must work collaboratively with the selected contractor of the LA Express Park program to support the efficient collection and tracking of parking meter revenue and to assist in the development of the processes for scheduling and coordinating the method of collection from single-space and multi-space meters in the LA Express Park project area. Developing an interface with the LA Express Park database will be required.

A 4.5 square mile area in Downtown supports LA Express Park, a one-year pilot program that infuses technology and demand-based pricing into an innovative parking management strategy. The LA Express Park pilot project Downtown Los Angeles incorporates several elements as key components: new parking meter technology; parking space vehicle sensors; a real-time parking guidance system; an integrated parking management system; and the LADOT Parking Management Center.

The project includes about 6,300 on-street parking spaces in the following six Parking Meter Zones (PMZ):

Central Business (PMZ 537)	Chinatown (PMZ 554)
Civic Center (PMZ 553)	East Downtown (PMZ 565)
Little Tokyo (PMZ 555)	Washington Broadway (PMZ 580)

The project area includes approximately 15% of the entire on-street meter parking in the City of Los Angeles and represents a very high demand parking area of the City. The parking meter rates in the area currently range from \$0.55 to \$5.00 per hour with typical hours of operation from 8:00 a.m. to 8:00 p.m. Monday through Sunday.

E. Equipment Requirements

If City-owned equipment is damaged or stolen while Contractor is performing collection services, Contractor will attempt to replace the equipment within ten (10) Calendar Days of the incident but no longer than 30 calendar days. If Contractor fails to replace the items within the specified time, the City shall have the option of replacing the equipment and

crediting the expense from monies owed to Contractor's for monthly services.

1) Revenue Collection Equipment

Initially the City will provide the Contractor with electronic collection keys (Nexgen Keys), collection canisters and collection canister heads, canisters security locks (current model Medeco padlock 52-W-620100-26M7), and collection carts.

The City current inventory is as follows:

- a) Collection Canisters and Collection Canister Heads: 400
- b) Collection Carts: 40

The Contractor will bear responsibility for the maintenance and care of equipment issued to it by the City that it will use in the performance of its duties. The Contractor will maintain a complete and orderly inventory list of all the equipment provided by the City. All the equipment issued by City is subject to inspection at any time without notice.

Within 6 months of contract award, the Contractor will provide full replacement of the City's existing 400 collection canisters (without heads) and provide forty (40) new collection carts. Collection canister and cart designs must be approved by City prior to any purchase. Proposers will amortize the costs of the collection canisters and carts over the base term of the contract.

The Contractor is to propose a system by which collection carts are equipped with GPS receivers and may be tracked and monitored in a manner similar to collection vehicles. Additionally, the Contractor is to provide a system by which City's current coin canisters are electronically tagged. This system must timestamp and record GPS-derived coordinates for every meter can collection event. The collection event coordinate log, with Meter or Can ID, GPS-coordinates, and timestamp must be transmitted to the City daily along with and in a manner similar to other collection logs or reports.

The City shall reimburse any unamortized costs of new equipment if the contract is terminated prior to the end of the base contract term.

The Contractor will supply key chains, belt loops and other collection-related equipment as necessary and approved by the City. The Contractor will provide proper security seals at its own expense. Security seals need to be **blue in color and** bar-coded and logged.

The Contractor will provide smartphones running the latest stable version of the Android operating system (OS). The Contractor is responsible for maintaining uninterrupted cellular service and data plans for each device using any major US wireless carrier for the duration of the contract period. Contractor must provide, at minimum, one (1) phone per collector, supervisor, and Meter Investigations & Security staff member.

The phone must have a GPS receiver and supporting software allowing the City to track or recover the device as needed. Devices shall have the ability to restrict any hardware or software feature at the discretion of the City, including but not limited to:

- c) All incoming and outgoing voice calls, including Voice over IP (VOIP), to City-approved emergency services only
- d) All forms of messaging or chatting, including but not limited to SMS text messaging and any text or video chat clients (Google Talk, Skype)
- e) Camera access and functionality
- f) Voice-recording functionality
- g) Mobile application installation, access and configuration
- h) Device and OS configuration
- i) Remotely clear the device memory, including any personal information and installed applications

The City's preferred smartphones is one that utilizes a Press-to-Transmit (Push-to-talk or PTT) feature. This feature is useful, in that it allows the device to communicate only over an open group line, ensuring all communication will be available to the entire user group. However, there must be no ability for the phone to communicate individually with any particular user.

The smartphones will be used primarily for near real-time reporting of meter conditions. The Contractor is responsible for ensuring the devices are not used for any purpose other than those specified by the City.

Proposers must recommend an inventory asset management system that includes the ability to barcode all the equipment owned by the City and/or the contractor.

2) Equipment Inspection and Maintenance

The Contractor will conduct and document, at a minimum, a monthly inspection of all the collection carts, canisters and related parts, inside and outside, for broken welds, cracks, dents, and other problems that may endanger the integrity of the canister, canister head, and collection cart. The coin canister receptacle (receiver) on the lid of the collection canister is to be inspected for broken or missing keys or any other type of damage. In addition, the Contractor will inspect the rubber boot on the bottom of the inside of the coin canister receptacle. If this boot is not tightly in place, is torn or worn, or is missing the metal weight that keeps the boot in place, it is the responsibility of the Contractor to maintain and pay for equipment repairs.

The Contractor will inspect the collection canisters to ensure that the canister doors are sealed after collections are completed. At the end of every business day, the Contractor will record the number of the seals used on every collection **canister** and input the seal numbers to the MERGE meter management system.

If the Contractor discovers that a seal is missing, the Contractor will notify the City representative immediately, The City's Security Staff will conduct a proper investigation of the incident and submit a report to DOT Management Staff within five business days of the incident and the contractor will replace the missing seal.

3) Collection Keys Control

The Contractor will bear responsibility for all Nexgen keys issued to the collection staff and other related equipment in the possession of its staff for the duration of the contract

term. The Contractor may not duplicate any keys. Should keys or locks fail while a **meter vault** is open, Contractor must immediately report the failure to the City's Security Staff. After meters have been collected each day, the keys shall be stored in a secured locked room as directed by Meter Security Staff. In case of missing collection key equipment, DOT Meter Security Staff shall conduct a full investigation and provide the City with a written report that describes the Contractor's corrective actions taken within five business days of the incident. In the event of a broken key, the Contractor will retrieve all pieces of a broken key if they are not stuck in the meter and deliver them to the City. The City's security staff shall have access to the key safe at all times and be able to inventory all keys on a daily basis at the beginning of shift and the end of shift.

The Contractor will report lost or broken collection equipment owned by the City, to the City's security staff on the same day of the incident, using the city approved Missing or Damaged Equipment Report.

4) Electronic Locks

The City's current parking meter technology utilizes the Medeco Nexgen Locks.

Contractor will be provided with appropriate system accesses and equipment to conduct meter collections. At the beginning of every collection day the contractor will issue collectors a Nexgen Key that is programmed by a City's security staff representative to only open the meters along their designated routes. Upon assignment of a Nexgen Key, the contractor is responsible for entering the names of the collectors assigned to each key into the Nexgen system. The Contractor's collection employees shall sign for the Nexgen Keys before each day's collection and return them after completing their regular collection activities. Once the Nexgen Keys are issued, the Contractor will store them in a secure lockbox fastened to the inside of the collection's vehicle. The Contractor will be responsible for the security of the Nexgen Keys while the collectors are performing their duties. When not in use, the Nexgen Keys shall be stored in a City approved locked storage area. Contractor will provide 24-hour video surveillance of the handheld storage unit.

The City does use fully mechanical locks/keys in some of its parking meter vault doors (single or multi-space alike).

5) Vehicles

Contractor will provide a sufficient number of regular vehicles and backup vehicles to perform required collection services. Contractor will be responsible for ensuring that its vehicles remain in good working condition and that they have procedures in place to procure or lease additional vehicles if necessary to complete daily collection services. All collection vehicles shall have standard safety equipment, including but not limited to spare tires, flares and cones. The City reserves the right to inspect a collection vehicle with or without prior notice during normal operations hours.

Both single-space and multi-space collection vehicles features shall include, at a minimum, the following:

- a) Vehicle security system to ensure that collection trucks can be recovered if

stolen.

- b) An interior panel or cage on walls and bulkhead separating the driver compartment from the canister storage area.
- c) All doors shall lock automatically when closed and all trucks are to be equipped with an alarm system; e.g. an anti-theft device that disengages the ignition system.
- d) The rear and side doors shall be equipped with secure locks other than the manufacturers' regularly installed locks. The locks currently approved by the City are Medeco Padlock 54-7100 series and the Master Lock 15KA.
- e) Only equipment issued by the City for the collection of parking meters and required safety equipment may be carried in the cab or the back of the vehicle(s) at any time.
- f) The vehicle(s) used to transport the Collectors shall contain no tools unless approved by City security personnel, except for a jack and wrench to change the vehicles' tires.
- g) All items and materials issued to the Contractor by the City that are necessary to complete the collection of that day's schedule, such as route/key lists, shall be kept in a secure box. This box shall be securely fastened (e.g. bolted) to the vehicle. Access to this box shall be supervised by crew leader and/or collection supervisor.
- h) Vehicles shall be outfitted with a GPS tracking system. Both Contractor and City should have an ability to monitor vehicle movements, route history, current and average speeds.
- i) The anti-theft alarm shall be activated any time the vehicle is unoccupied.

Features specific to single-space collection vehicles shall include, at a minimum, the following:

- a) A lift gate to load and off load collection canisters.
- b) Single-Space Collection Vehicle shall be able to transfer at least **30** collection canisters, three collection carts and other relevant collection equipment.
- c) The vehicle's cargo hold shall have a method to anchor canisters to the inside of vehicles to prevent damage.
- d) Vehicles shall have a Gross Vehicle Weight (GVW) capacity to handle a minimum payload of 3,000 lbs.
- e) In the vehicle(s) used to transport collection canisters, carts and filled canisters, the portion of the vehicle used to hold equipment and filled collection canisters shall be accessible only through the rear door.

Features specific to multi-space collection vehicles shall include, at a minimum, the following:

- a) Vehicles used to collect multi-space Pay Stations shall be designed to facilitate this collection activity and shall have a secured storage area for Pay Station canisters.
- b) Vehicle cashbox storage capacity shall accommodate at least 50 cashboxes.
- c) Cashboxes shall be accessible either via the rear or side door of the vehicle.

F. Collection Workforce Management

The City is currently developing a comprehensive Meter Management System (MERGE) with Xerox, which will include collections workforce management and revenue reconciliation modules. Respondent must be able to integrate, interface, and support MERGE and any current or future related system. Respondent must also be able to support the City in development and implementation of future meter collection and revenue counting and reconciliation systems.

At a minimum, the respondent system must have the ability to integrate relevant collections workforce data with the City. The system must be online (web-based), near real-time, and must be able to interface with the Contractor-provided smartphone devices.

As the MERGE system is currently under development, detailed interface and data specifications will be provided upon award of contract. At a minimum, the respondent system must be able to exchange information via a RESTful web service transmitting XML data over HTTPS. The respondent system must communicate, at minimum, the following collections-related data:

- a) Canister ID
- b) Subzone or Lot ID
- c) Truck ID
- d) Supervisor ID
- e) Collector ID
- f) Collection route and schedule
- g) Collection event locations expressed in XY coordinates (State plane NAD83 projection)
- h) Additional collection information as determined by the City

The respondent must be willing and able to work with the City's existing meter-related software vendors (Duncan Management Solutions, IPS Group, Medeco, Xerox) to develop the necessary interfaces to effect the required exchange of data with the City's MERGE Meter Management System.

G. Reporting Requirements

Contractor must submit all daily reports in an on-line, near real-time environment utilizing technology proposed by the respondent and approved by the City. Reports or data interfacing with MERGE must be transmitted as specified in this section.

1) Daily Meter Condition Report

All disabled, broken or missing meters or pay stations encountered while performing collection duties are to be reported daily to the City Meter Maintenance Shop. For single-space meters, City will provide an Android application to be run on Contractor-provided smartphones. The application will allow collectors to enter meter condition data in the field and transmit the information to the City in near real-time. Pay Station condition data will be entered on a mobile website in a similar manner.

Meter Condition Reports shall, at a minimum, contain the following common meter

faults:

- a) Out of order
- b) Key slot jammed
- c) Low battery
- d) Vandalized meter
- e) Broken coin canister
- f) Loose pole
- g) Bent pole
- h) Pole / No meter
- i) No pole / No meter
- j) Null IDN Error Message (Medeco Electromechanical Lock specific fault)
- k) Canister Lock Won't Open (Green light)
- l) Electronic lock is not properly assigned
- m) No communication
- n) Spinner 180
- o) Spinner 360
- p) Construction zone
- q) IPS – No reset
- r) IPS – Blank Screen
- s) IPS – Bad Collection Card
- t) Nexgen Lock Won't Open – Red Light
- u) Unable to Download Primary Audit

2) Missing or Damaged Equipment Report

Contractor will report to City all missing or damaged equipment on the day of the incident. Each report will include the date and time of the incident, a description of the damaged or lost equipment, and a short description of the events.

DOT Meter Security will conduct an internal investigation and submit the report to DOT Management Staff.

3) Weekly Skipped Meters Report

Contractor will analyze daily electronic lock collection audits to determine which meters were not collected as part of daily collection assignment. Meters that are not collected shall be verified against the daily meter condition report. All exceptions shall be investigated and explained. A weekly Skipped Meters Report shall be submitted to City along with appropriate explanations and a plan of corrective actions on Monday of every work week.

II. COIN COUNTING SERVICES

A. Coin Counting Overview

The Contractor will provide counting services on the same day as the revenue is collected and deposit that day's revenue into the City designated account within 24 hours from the time actual coin collection has occurred. All collected funds shall be transported from Coin Counting Facility via armored transport vehicle the same collection day. The respondent

must propose a method or procedure for counting and depositing coins on weekends and holidays.

In the event that the Contractor fails to transport parking meter coin revenues with the armored vehicle service during the same collection day, Contractor will reimburse the City for the loss of interest for every Day that the shipment is delayed.

In the event that the Contractor fails to deposit parking meter coin revenues within 24 hours of receipt, the Contractor will reimburse the City for the loss of interest for every Day that the deposit is delayed.

The Contractor may be excused from the provisions listed above in case where delay occurred outside of Contractor's control including weekend collections (e.g. natural disaster, power loss, armored service pick up failure etc.). Contractor will notify the City in writing when this occurs; describing any conditions that it alleges will excuse its performance. The respondent will propose a method for securely storing undeposited coins.

Proposers must describe in their proposals how they intend to accurately count and sort wet or sticky coins, bent coins, foreign coins, and slugs.

All counting operations shall be performed under camera surveillance. The City shall have access to a "live" view of such surveillance. The Contractor will keep an electronic copy of all procedures recorded for a minimum of 180 days. These recordings shall be made available to the City within one business day of the City request.

The Contractor will negotiate weight tolerances with armored car service carriers. Agreed upon tolerances shall be approved in writing by the City.

Proposers will describe in their proposals a method that will be used to deal with deposit discrepancies between a Contractor and an armored car service.

B. Acceptance of Collection Canisters

Once notified of the imminent arrival of a collection crew, the Coin Counting Supervisor shall ensure that the vehicle and the area around it are secure before allowing the vehicle into the facility. The Coin Counting Supervisor shall collect the daily collection reports/assignments from the Crew Leader, confirm that the seals on each collection canister are intact, and sign a form verifying that the collection crew **returned** a security seal on each collection canister **issued to the crew**.

C. Required Coin Counting Services

The Contractor's coin counting staff will verify that the collection canister identification number and security seal match the daily collection assignment. For single-space meters, the coin counter shall remove the security seal and lock from the collection canister and empty the contents of the collection canister into coin sorter chute for processing. Coin counters shall only open one collection canister at a time.

For multi-space meters, coin counters shall open the cash box with a key and empty the contents of the cash box into the coin or jet sorter machine. Once the cash box is empty,

for Duncan Pay Stations, the counter shall place the cash box in its cradle to download the audit information. For other types of multi-space machines, no audit download is available. The Contractor will maintain records of machines that do not have audit download and retain these records for the duration of the Agreement.

Coin sorting machines will be used for counting and sorting of all the coins. The sorted and counted coins will be automatically deposited into the coin storage bins (each denomination is deposited into separate bin). The coin sorter software will record coin denomination totals and weights in the computer memory. A paper copy of the transaction is also provided as a backup to the electronic records.

The following parameters are manually entered before the coin-sorting process begins:

- 1) Collection Crew Number
- 2) Collection Canister Number
- 3) Collection Sub-route
- 4) Seal Number
- 5) Gross Weight
- 6) Empty Weight

The following parameters are automatically recorded after the coin-sorting process begins:

- 1) Transaction Number
- 2) Sorter Number
- 3) Net Weight
- 4) Time of Transaction
- 5) Coin Type
- 6) Quantity of Coins
- 7) Cash Value
- 8) Coin Weight (lbs.)
- 9) Coin weight Value

The Contractor will be required to retain coin sorting data for the term of the Agreement. Electronic record keeping is required for the term of the agreement with appropriate transfer (paper to electronic) and City access to records.

Proposers will outline in their proposals how accurate inventory of the collection canisters, security seals and cashboxes will be maintained.

D. Class II Vault

Contractor will also have, or provide by a separate subcontract a Class II Vault located within the City of Los Angeles. The vault is to be used to store meter collection revenue overnight on an emergency basis, such as a fire, earthquake or other natural or man-made disaster.

Any subcontract of a Class II Vault shall be reviewed by and be satisfactory to DOT. DOT reserves the right to inspect CONTRACTOR's facility or other facilities provided by the CONTRACTOR at any time, in order to satisfy itself that such facilities are sufficient for the purposes described in this section.

E. Coin Counting Equipment

The coin counting equipment in the coin room is currently owned by the City. Upon contract award, the contractor will assume full responsibility for all maintenance, and upgrades that may be required during the contract period.

1) Coin and Currency Counters

The City currently has four (4) jet sorter machines and one (1) currency counter that are over 5 years old. The proposer should factor into its pricing proposal, the replacement of this equipment within the first year of award. Any sorter recommended by the proposer must have the ability to print all count values, interface with City's scales, barcode readers and other data-entry peripherals, and with contemporary Windows-based server systems.

2) Scales

Each coin sorter is equipped with **Mettler Toledo IND 221** scales that allow weighing of the **counted coin bags** prior to processing. Additionally, the City's coin room facility **must be** equipped with a **Jensen** floor scale that is used for weighing coin bins prior to armored transport shipment.

The Contractor will conduct quarterly certifications of the scales operational order and accuracy by a City-approved calibration specialist. The quarterly inspection certificate shall be added to that month's billing document. Contractor, at its expense, will maintain and repair all scales throughout the term of this Agreement.

3) Equipment Maintenance

The Contractor will be required as part of the agreement, to properly maintain the City coin counting equipment in good operational condition. The Contractor will be required to enter into a maintenance agreement with the provider of the coin sorting equipment to keep the coin sorters in operational condition. The Contractor will be responsible for providing proper maintenance and repairs of the coin and jet sorters.

If the City-owned equipment is damaged or stolen while Contractor is performing counting services, the Contractor will replace the equipment within 10 days of the incident. If the Contractor fails to replace the items within the specified time, the City shall have the option of replacing the equipment and crediting the costs of such replacement from monies owed to Contractor for monthly services.

F. Reconciliation Reporting and Data Storage Requirements

City will perform all coin count and revenue reconciliation. Contractor must make all data collected through the collections and counting process available daily by the end of the day's counting process. This information includes as a minimum all parameters listed in Section I.G. All data must be made available daily via **BOTH** following methods:

- 1) Contractor must work with the MERGE developer to ensure secure, accurate

transfer of all data via HTTPS web services as specified in Section I.F. Data must be made available to MERGE in near real-time throughout the day as the various procedures are completed.

- 2) As a contingency for network interruption, all data must be made available in CSV format daily. City may request CSV reports as needed. Contractor must deliver all requested data files within 24 hours of City's request (excluding weekends and City-observed holidays).

III. COIN COUNTING AND COLLECTIONS FACILITY

The City currently owns and occupies a coin counting facility located at 555 Ramirez Street in Los Angeles, CA. The design of this facility and the related coin counting equipment was influenced by industry best practices for meter coin counting facilities at the time it was built.

However, technology has changed since then, and the City facility is in need of upgrading the 24-hour security video surveillance system, (inside and outside of the facility), burglary alarm system, and the secure programmable building access system.

The proposer should factor into its pricing proposal, the upgrade of these systems within the first year of award.

The proposer may arrange a site visit of this facility by contacting Wayne Garcia at Wayne.Garcia@lacity.org to review the current system.

IV. PERSONNEL

A. Qualified Personnel

Proposers will provide a sufficient number of collectors, counters, crew leaders, supervisors, and managers to ensure the timely collection, counting and reconciliation of the parking meter coins and revenue data.

The Contract Manager, Collections Manager, and supervisors shall possess good oral and written communications skills sufficient to submit reports and communicate with City staff as needed. Senior Contractor personnel (Regional Manager, Contract Manager and Collections and Counting Manager) shall respond to communication requests from the City personnel (the Meter Shop Supervisor, the Contract Administrator, or the Contract Analyst assigned to the Agreement) within one hour after receiving the request through phone call or e-mail.

Communications between collection crew supervisors and the Meter Shop occur primarily through radio devices. Collection supervisors shall respond to City communications requests from Meter Shop personnel within fifteen (15) minutes.

All the work shall be performed only by competent personnel under the supervision of, or in the employment of, the Contractor. The Contractor will comply with City reasonable requests regarding assignment of personnel (e.g., to cover gaps in service), but all personnel, including those assigned at the City's request, shall be supervised by the

Contractor.

To prevent delays or gaps in the performance of the Agreement, the Contractor shall agree that if any delay occurs, it will assign additional qualified personnel to meet service requirements.

Proposers will provide, at a minimum, the following full-time management positions dedicated exclusively (with an exception of Regional Manager) to services and functions related to this Contract. Each of these positions shall be considered a full-time, separate and unique position and each position shall be filled for the duration of the contract term:

- 1) Regional Manager – Contractor’s Executive Representation – for major issues impacting the Agreement
- 2) Contract Manager – Day-to-Day Operational and Contract Oversight
- 3) Collections and Counting Manager – Operational support for these services
- 4) Two Collection Supervisors – Field Support
- 5) One Coin Counting Supervisor

B. Employment Requirements

The City reserves the right to preclude or request replacement of any person or organization from working on the Agreement for any lawful reason. Additionally, the city reserves right to preclude any current collector from working on the Agreement prior to implementation of the Agreement.

Proposers will describe in detail their employment screening policies and procedures, including, but not limited to, the following:

- 1) Pre-employment drug testing
- 2) Criminal history checks
- 3) Drug and alcohol testing
- 4) Random search policy of clothing and possessions
- 5) Social Security Number verification
- 6) Fingerprinting
- 7) Detailed procedures of employee training
- 8) DMV record (if applicable)

Upon request at any time after the contract award and upon the contract anniversary date, the Contractor will furnish the City with an organization chart and a complete list of all personnel and their assignments.

The Contractor will perform, at its expense, a criminal and DMV records check on personnel performing services for the City, and retain all documentation of these checks for the duration of the Contract. Individuals with criminal records will be precluded from working on the Agreement during the terms of the agreement. **Individuals shall notify Meter Security of any contact with Law Enforcement that leads to an arrest and / or conviction of a crime during the course of the contract. DOT will determine if an individual will be allowed to continue collecting for the City.**

The Contractor will provide confirmation of, and maintain the ability to generate DMV record

checks and criminal checks for the duration of the Contract. The Contractor will submit verification of DMV record checks and criminal checks to the City Contract Administrator upon request in a written format approved by the City. The Contractor will update verifications as listed above on each anniversary date of the Agreement.

Persons with the following history are **NOT** acceptable as employees:

- 1) Persons whose records show convictions for offenses involving dishonesty or deceit, including, without limitation, theft, embezzlement and forgery.
- 2) Persons who at the time of the record check are on parole or probation for any felony or misdemeanor.

The Contractor's employees must be qualified for security purposes by the Contractor and be cleared through fingerprinting and review of reported arrest records at the expense of the Contractor. The City reserves the right to review the job screening records of all persons proposed for employment by the Contractor. All personnel must pass the security screening process before starting work.

The Contractor's personnel will perform duties at all locations as instructed by the City. The Contractor's supervisory personnel shall instruct employees as to their daily duties.

Payment for Services: The City will not pay for any service provided by Contractor's employees who do not meet the qualifications as specified above. The granting of any payment by the City or the receipt of the payment by the Contractor will not constitute acceptance of services for which payment is made.

V. UNIFORMS

A. Collections Staff

All collections personnel are to be provided with complete safety equipment and uniforms (pants, shirts, jackets, hats, black boots and rain gear) and sufficient changes for each employee to maintain a professional clean and neat appearance. Uniforms are to have the Contractor identification on the back of the jackets or safety vest, on the front of the shirts, and on hats and rain gear (excluding boots). Contractor will provide uniforms at its expense. Uniforms shall be of a standard guard style, dark blue or dark gray, or a combination thereof. All collections personnel must wear their uniforms at all times while on duty.

The Contractor will provide each collector with a photo identification badge with the employee's name and the Contractor name that shall be worn on his/her person while on duty. The I.D. badge shall not be stored in a pant or jacket pocket; but shall be visibly displayed worn around the neck and turned into the Contractor's office daily after the collection schedule is completed. **I.D. Badges are mandatory for collectors to have while collecting City revenue, a collector not having an I.D. Badge will not be allowed to collect until they have a valid I.D. on their person. California Drivers License are also mandatory at all times while collecting City Revenue.**

The Contractor will provide all collectors with equipment necessary to physically secure

collection keys, collection cards and other relevant equipment to their person such as a chain that is not shorter than 12 inches or longer than 18 inches, and a lock that will secure all keys issued to the collector for the collection of the parking meters.

Uniforms and equipment provided by the Contractor are subject to approval by the City. City shall make random unannounced inspections of uniforms worn by collections personnel. **Uniforms will have three (3) open pockets necessary for keys, wallet and pen, all other pockets must be sewn shut.**

B. Counting Staff

All counting personnel are to be provided with complete safety equipment and uniforms (pants, shirts, jackets, hats and black boots) as recommended by OSHA, and sufficient changes for each employee to maintain a professional, clean and neat appearance. Uniforms, coveralls or other clothing worn inside the counting room shall be free of pockets or other means to carry items on the person. The Contractor will also provide OSHA certifications/recommendations in regards to coin room working conditions (sound and dust levels) to the City within 60 days of the contract award.

VI. ONGOING TRAINING PLAN

The Contractor will provide training specific to each function area for both line staff and supervisors during the term of the contract. This training shall include those pertinent security procedures described in this Scope of Work as well as the Contractor's own security procedures. Each staff person shall sign a Certificate of Understanding that attests to their participation in training in their designated function area. This document shall be kept by the Contractor and made available by request to the City. The Contractor will provide all safety training required under federal, state and local law, which shall be conducted, as required, at its own expense.

VII. IT SUPPORT SERVICES

Contractor will provide, manage and support all IT infrastructures within the parking meter revenue collection and counting facility and related systems. The duties include, but are not limited to, the following:

A. Qualified IT Services

Troubleshoot all hardware, software and connectivity issues. These types of issues include, but are not limited to:

- a) Hardware failure
- b) Software bugs
- c) Connection failures
- d) Infrastructure issues
- e) Comprehensive IT troubleshooting of Contractor-developed infrastructure and systems not specifically mentioned

Contractor will:

- 1) Create and be prepared to implement both backup recovery and disaster recovery plans when/if necessary.
- 2) Maintain the system, at a minimum, of 97% uptime with the exception of scheduled downtime during routine maintenance.
- 3) Provide systems support, at a minimum, of 8:00 a.m. to 5:00 p.m. Monday through Friday. Occasional overtime will be required to account for systems failures and other unforeseen events. This overtime will not be compensated by City.
- 4) System upgrades. This includes replacing items which are failing as well as performing standard maintenance on both the hardware and software.
- 5) Full maintenance of all the servers and network devices.
- 6) Closely monitor performance of the existing hardware and software.
- 7) Recommend and implement improvements to existing systems and technologies as appropriate.
- 8) Support integration, City meter management software.
- 9) Program and support Handhelds, Medeco keycards, Nexgen keys and other related equipment.
- 10) Assist City with the integration of any new systems and technologies.

B. Contractor Responsibility for Resolution of Issues

The Contractor will have sufficient knowledge to identify the root cause of any issues related to all Contractor-provided infrastructure and systems. These issues that may arise include routing and connectivity problems, firewall and security problems, and performance bottleneck or communication gaps. Contractor will be responsible for providing the recommendation or solution to the City and for testing and resolving issues with the cooperation of City IT staff, as needed.

Example 1: - If there are any performance issues related to the connectivity, Contractor shall have the expertise to determine the root cause of this issue. This issue could exist in the Contractor system or in an City system. Contractor will identify and resolve the issue.

Example 2: - If there is any problem in an electronic report, the Contractor will identify the issue and address it.

Example 3: - If there is any communication gap, Contractor will determine the depth and nature of the communication gap and assist City in resolving it.

VIII. TRANSITION PLAN

Proposers will submit a comprehensive description of the operational and staffing plan for the transfer of the collection Operations from the Incumbent and counting operations from the City, to include the following:

- 1) Demonstration of the Proposer's understanding of the transfer process
- 2) Plan for the transition of current collection and counting facilities and equipment
- 3) Plan for the transfer of IT operations
- 4) Plan for telecommunications services and equipment
- 5) Plan for execution of subcontract agreements with current technology providers

IX. PERFORMANCE PENALTIES

Contractor acknowledges that its failure to perform certain obligations under this Agreement during the respective time limits imposed will cause City to incur inconvenience not contemplated under this Agreement, which cost and inconvenience will constitute damage to City, the City and the public, and that the exact amount of such damage will be extremely difficult or impractical to fix. City and Contractor agree that the amounts described as liquidated damages in this Agreement are not penalties, but represent a fair and reasonable estimate of the costs that the City will incur by reason of Contractor's failure to perform, and are fair compensation to City for its losses. Failure by City to impose liquidated damages for specified violations will not be a waiver of the right to enforce this Section, nor will it constitute a waiver of any other right of City under this Agreement

The City may deduct a sum representing the liquidated damages from any money due to Contractor under this Agreement.

A. Collection and Counting Personnel Attire

If the Contractor's collectors and/or coin room operatives are not wearing the approved uniforms or displaying their badges, in violation of Section V, the City will issue a written warning. If a similar incident occurs again, the Contractor will be assessed liquidated damages of \$25 per incident without further warning. Further violations of this Section will subject the Contract to liquidated damages in the amount of \$50 per incident without further warning.

B. Adhering to Collection Schedule

If the Contractor fails to meet its collection schedule obligations as referenced in Section I.B, the City will issue a written warning. If such an incident occurs again, the Contractor will be assessed liquidated damages of \$500. Should a similar violation occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of a warning in the amount of \$550 per incident.

C. Reporting Requirements

If the Contractor fails to submit any report required under Section I.E, the City will issue a written warning. If the Contractor fails to remedy the issue within three days from receiving the written warning, the Contractor will be assessed liquidated damages of \$50 per day for each day that the report is overdue from the date of the warning, not to exceed \$250 per month per report.

Should a violation of those Sections occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$60 per day for each Day from the date of the occurrence, not to exceed \$300 per month per report.

D. Collection Services

If the Contractor fails to provide collection services as required under Section I.C (with the exception of Item 3) the City will issue a written warning. If such an incident occurs again, the Contractor will be assessed liquidated damages of \$500.

E. Counting Services

If the Contractor fails to provide collection services as required under Section II, the City will issue a written warning. If such an incident occurs again, the Contractor will be assessed liquidated damages of \$500.

Should a violation of the Section occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$550 per incident.

F. Collection and Counting Equipment Maintenance

If the Contractor fails to maintain collection and counting equipment in good operational order, as required by Section I.D and Section II.E, the City will issue a written warning. If the Contractor fails to remedy the issue within three Days from receiving written warning, the Contractor will be assessed liquidated damages of \$150.

Should a violation of either Section occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$175 per incident.

G. Radio Response

If senior contractor personnel (Regional Manager, Contract Manager and Collections and Counting Manager) fail to respond to communication requests from City personnel (the Meter Shop Supervisor, the Contract Administrator, or the Contract Analyst assigned to the Agreement) within one hour after receiving the request through phone call or e-mail as referenced in Section IV.A, the City will issue a written warning. If the incident occurs again, the Contractor will be assessed liquidated damages of \$50.

Should a similar violation occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$75 per incident.

H. Program Manager Response

If Collection supervisors fail to respond to City communications requests from the Meter Shop as referenced in Section IV (.A.) within one half hour, the City will issue a written warning. If the incident occurs again, the Contractor will be assessed liquidated damages of \$75.

Should a similar violation occur again during the contract term, the Contractor will be assessed liquidated damages without benefit of warning in the amount of \$100 per incident.

I. Keys

Keys must not be duplicated by Contractor's employees and/or sub-contractor's employees. A lost key must be reported to the City immediately. The CONTRACTOR will conduct an investigation and submit a written report to the City on each lost key incident, including a description of any corrective actions taken (LAPD report must be submitted with any contractor report of incident). The CONTRACTOR must pay a penalty of \$500.00 per any lost key, per incident. If a lost key results in a meter revenue loss (defined as more than a ten percent reduction in the historical revenue for the affected meters from the time the key was lost until the locks were re-keyed), then the CONTRACTOR must pay an additional

penalty of \$3,000.00 per lost key for lost revenue. Such penalties will be deducted from the invoices due to the CONTRACTOR.

J. Two-way Radios

The City will provide the CONTRACTOR with a sufficient number of two-way radios with batteries and radio holsters through the term of the contract. The CONTRACTOR will be responsible for the safekeeping of such equipment and accessories, which will be returned to the City in good condition at the termination of the contract. The City will be responsible for the routine maintenance of radios and will provide batteries. The CONTRACTOR will be responsible and pay for the replacement of any lost or damaged radios, batteries, and accessories caused by its employees or subcontractors. (LAPD report must be obtained and submitted along with a report of the circumstances involving the lost radio).

K. Other

Penalties and or costs will be assessed for lost keys, damaged or lost equipment. The penalty structure is as follows:

Radio antenna replacement	Current replacement cost
Radio batteries	Current replacement cost
Radio (repairable)	\$200.00 + cost of parts + labor
Radio replacement	Current replacement cost
Canisters (lost or stolen)	Current replacement cost + \$1,000.00 for lost revenue
Canisters (irreparable)	Current replacement cost
Canisters (repairable)	\$40.00 + cost of parts and labor
Canister carts lost or stolen	Current replacement cost
Canister carts (repairable)	\$40.00 + cost of parts and labor
Lost key	\$500.00 per key + \$3,000.00 per key for lost revenue
Lost Nexgen Key	\$350.00 per key + \$3,000.00 per key for lost revenue
Nexgen Key (irreparable)	Current replacement cost
Nexgen Lock (irreparable)	Current replacement cost + labor
Handheld data computer	Current replacement/repair cost
Pay station parking meter:	Current replacement/repair cost + labor
bill acceptor (damaged)	Current replacement/repair cost + labor
bill acceptor (lost/stolen)	Current replacement cost + \$500.00 for lost revenue
cash bag (damaged)	Current replacement/repair cost + labor
cash bag (lost/stolen)	Current replacement cost + \$50.00 for lost revenue