



PARKING
OF BALTIMORE CITY
AUTHORITY

Request for Proposals

A “CAR SHARING” PROGRAM

for the City of

BALTIMORE, MARYLAND

Date: May 1, 2009

Prepared By: Parking Authority of Baltimore City

PROPOSALS DUE: June 12, 2009, 3:00 PM

PRE-PROPOSAL MEETING: May 14, 2009



PARKING
OF BALTIMORE CITY
AUTHORITY

May 1, 2009

To: All Interested Parties/Persons:

**Re: Request for Proposals (“RFP”)
A “Car Sharing” Program For the City of Baltimore, MD**

The Parking Authority of Baltimore City (“PABC”) hereby solicits written proposals from qualified firms to work with the PABC to provide a “car sharing” program to the City of Baltimore, Maryland (the “City”). The specifications detailed herein are intended to obtain proposals outlining a relationship between the PABC/City and a private operator(s) to develop, implement and manage a “car sharing” program within the City.

If you have downloaded this RFP from the internet, it is important that you send an email or other written communication with contact information to the PABC so that your firm may be included in the mailing list for any addenda or other communication to potential Respondents.

The program scope, required and expected contents of a proposal, and the selection process are summarized in the RFP (attached). **Proposals must be received at the PABC offices no later than 3:00 pm. (EST), June 12, 2009. All responses must be sealed and have “Car Sharing Program” clearly marked on the outside of the package. Please submit one original, eight (8) copies, and one electronic version on a CD (either Microsoft Office or pdf formats) of the proposal as follows:**

Mail or Hand Deliver to:
Parking Authority of Baltimore City
General Counsel
200 W. Lombard Street, Suite B
Baltimore, MD 21201

Proposals will not be accepted after the date and time stated above. Incomplete proposals or proposals that do not conform to the requirements specified herein may not be considered.

You should note that pursuant to the Baltimore City Code, the PABC is not bound to comply with the general procurement regulations and procedures otherwise applicable to City agencies. Although this RFP has been drafted to reflect a typical procurement procedure, this format is for ease of consideration of proposals and to further a fair and impartial procurement process. The effect of any irregularities in this RFP, the proposals received, the review process and/or the award of a contract is within the sound discretion of the PABC and no rights or legal causes of action shall accrue to any Respondent as a result of this process. The PABC will recommend award based on the proposal(s) that represents the “BEST VALUE” to the City as outlined in this RFP. Issuance of the RFP does not obligate the PABC or the City to award a contract, nor are the PABC or the City liable for any costs incurred by any Respondent in the

preparation and submittal of proposals. The PABC retains the right to recommend award of all or parts of this contract to several Respondents, to not recommend any proposal, and/or to re-solicit proposals. The act of submitting a proposal is a declaration that the Respondent has read the RFP and understands all the requirements and conditions.

For questions concerning the anticipated work, or scope of the project, please submit questions in writing to: General Counsel at the Parking Authority of Baltimore City, 200 W. Lombard Street, Suite B, Baltimore, MD 21201. We look forward to receiving and reviewing your proposal.

Sincerely,

Peter Little,
Executive Director
Parking Authority of Baltimore City

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Car Sharing Program

Request for Proposals, May, 2009

I. INTRODUCTION

The Parking Authority of Baltimore City, (“The Authority” or “PABC”) is a quasi-public, non-profit corporation, organized under the laws of the State of Maryland. Among other things, the PABC is responsible for the management of all City-owned parking assets, both on-street and off-street, including garages, lots and curbside spaces. The PABC also strives to understand developing parking technologies and services so as to develop and implement new programs designed to lessen parking demand, increase parking supply, create new opportunities, conveniences and advantages for the citizens of the City, and to generate revenue to the City.

Ranked 7th in the country in residential density, Downtown Baltimore is a prime market for car sharing. A demographic profile of new downtown Baltimore residents by the Jacob France Institute of the University of Baltimore found that new downtown residents are young (48% are ages 25-34), single (49%), highly educated professionals (94% with BA or more) living in 2-person households. Most are very recent residents (32% moved here within the past three years) and 82% own their own homes. Sixty-nine percent (69%) of new Downtown residents work in Baltimore City and 21% of them walk to work. Most have skilled jobs and 87% of Downtown households earn \$50,000 or more annually. According to Downtown Partnership of Baltimore, residential demand continues to grow despite the national economic situation. A Housing Demand Study by Zimmerman/Volk Associates projected demand for approximately 7,430 new Downtown housing units through 2011, including 2,980 multi-family rentals, 2,200 multi-family for-sale units, and 2,250 single-family for-sale townhouses.

Many of Baltimore’s neighborhoods full of tightly packed row homes are well-suited for car sharing. Built before the automobile dominated American cities, Baltimore’s dense, mixed-use neighborhoods are pedestrian- friendly, vibrant and full of unique shops and restaurants. The website WalkScore.com recently gave three Baltimore neighborhoods (Federal Hill, Fells Point, Inner Harbor) the distinction of “A Walker’s Paradise” and ranked Baltimore the 12th most walk-able large city in America.

Bicycling is becoming more popular in Baltimore City due to the increase in bicycle lanes and other bicycle amenities. The League of American Bicyclists gave Baltimore City an “honorable mention” distinction this year. Baltimore currently has more than 42 miles of bikeways, has installed 70 bike racks in front of businesses, converted 50 traditional single space parking meters into bike parking and installed on-street bicycle parking in the neighborhood of Charles Village that allows up to twelve bicycles to park in the same space as one automobile. The Parking Authority has installed bicycle parking in four garages and plans to build a secure bicycle room in another.

With three forms of transit including subway, light rail and an extensive bus system, many City residents are able to use public transportation, especially for commuting to work. This summer, a free system of hybrid buses will transport riders between popular downtown destinations. Also in the works are additional rapid transit lines to increase service in East and West Baltimore and the suburbs. Despite these growing transportation options, there are many gaps in service in the geographic area, leaving many residents under-served by public transportation, necessitating driving at least occasionally.

A 2005 Abell Foundation study revealed that 32% of Baltimore City residents do not have access to a car. Second only to New York City, these residents are at a disadvantage on many levels. To increase purchasing power, access to health care and job interviews, the City would like to see car sharing used to promote social equity for these residents.

Over the past year, over 500 individuals have indicated their interest in car sharing in Baltimore through the PABC website. Much of this interest is fueled by parking problems in Baltimore's neighborhoods full of tightly packed row homes. There are over thirty neighborhoods in Baltimore City that participate in the Residential Permit Parking program to help reduce competition for on-street spaces from those who are visiting the neighborhood. Many other neighborhoods' parking problems cannot be solved with this program. As a quasi-governmental agency under Baltimore City, the Parking Authority is charged with finding and providing parking solutions, which includes using parking demand management tools to encourage some residents to give up one or more of their personal vehicles.

The PABC envisions developing a car sharing program and establishing a legal relationship with one or more private firms whereby the private firm would implement, market and manage the program, the PABC would provide on-street and/or off-street parking assets in furtherance of the program, and both the City and the private firm would participate in the net profits of the program and their efforts.

II. WHAT DO WE MEAN BY "CAR SHARING"

A car sharing program provides pre-approved members with a fully automated on-line reservation and billing system that provides access to a fleet of self-service vehicles including cars, trucks and vans which are strategically placed throughout the City, which can be rented by the hour or day. These rates would include parking at the vehicle's home site, fuel, maintenance and insurance. The car sharing vehicles are available when the short-term use of a private vehicle is needed. For some, the program may stand as a complete replacement to private vehicle ownership. For others, car sharing may serve as a second or third vehicle. Car sharing can also serve businesses to supplement or replace fleet ownership/management or substitute for reimbursing employees' use of their private vehicles. Car sharing is like renting a car, but implemented through a program intended to:

- (1) increase availability of short-term transportation at an affordable cost;
- (2) strategically decentralize a fleet of well maintained, environmentally-friendly vehicles to an array of convenient locations throughout the City;
- (3) increase public transit ridership and use of other transportation alternatives; and
- (4) decrease parking demand in neighborhoods.

Car sharing reduces the need for personal vehicle ownership and, as a consequence, congestion and the demand for parking. Many residents currently use a variety of transportation options, but still require a vehicle for a variety of reasons that might include grocery shopping, going to a doctor's appointment across town, going to a job interview, picking up guests at the airport or transporting bulky items. A large number of Baltimore residents bicycle, use public transportation or walk during the week, but they own a car to run errands on the weekend, visit their parents in the suburbs or just for emergencies. These vehicles often sit on-street for days, taking up valuable curb space and costing the owner hundreds of dollars on insurance, maintenance and possibly parking tickets. Car sharing would allow these individuals to free themselves of the burdens of car ownership, knowing they can easily and affordably reserve a car when they need one. This makes the existing parking inventory go farther, leaving parking spaces available for visitors who are more likely to shop, go to lunch or visit a museum for a couple of hours if they can quickly find a parking space.

When employees are encouraged to use car sharing for business purposes, they save wear and tear on personal vehicles, which can stay at home, even on days when they have off-site meetings. This allows them to walk, bike or take public transit to work, reducing congestion and the demand for parking. Employees don't waste time tracking mileage, filling out paperwork or cutting checks, all of which costs the company money. Fleet vehicles no longer have to be maintained for employees who only drive occasionally.

Reducing driving by single occupancy vehicles and increasing alternative forms of transportation including walking, bicycling and public transit are good for public health, the local economy and the environment. Living without a personal car or with fewer cars also saves money, which, during these stressful economic times, could be better spent on housing, food or other necessities.

III. How does the City/PABC Expect to Participate?

- A. **Provision of on-street and/or off-street parking spaces** – The City is the owner of (and PABC the manager of) substantial on-street and off-street parking assets. The PABC will provide at least seventy (70) on-street and/or off-street parking spaces free of charge to be reserved for car sharing vehicles.
- B. **Towing of non-car sharing vehicles from designated parking spaces** – The Parking Authority helped to pass legislation in 2007 that designates all car sharing parking spaces as “Cars Towed Away,” which allows the Department of Transportation to tow any non-car sharing vehicle from posted car sharing parking spaces.
- C. **Assistance in marketing and promotion** – The PABC has built an extensive network of supporters that includes many City and State agencies, quasi-governmental agencies, developers, residential property management companies, educational institutions, corporations, neighborhood associations, merchant associations, main street associations and non-profit organizations who are eager to offer car sharing to their residents, students and/or employees. The PABC would assist in setting up meetings and/or roundtables to introduce the CSO to this extensive network of stakeholders and potential users. PABC will also promote the new service to the over 500 supporters who have “signed up” for car sharing through the PABC website. The City has also required a number of developers to support car sharing through traffic mitigation agreements. These developers will be directed to the CSO. The PABC may be able to assist in linking the car sharing program website to existing PABC, BCDOT and City websites.
- D. **Assistance with pod locations** - City Geographic Information Systems (GIS) specialists have mapped ideal locations for car sharing vehicles based on demand in Baltimore City that will be shared with the CSO. GIS analysts are currently developing an index ranking Baltimore blocks an index ranking Baltimore's blocks for their suitability as a car sharing pod location based on existing demand, proximity to public transportation and other successful demographics. The results would be shared with the CSO as they become available.

- E. **Support and promotion of any reasonable legislation** – PABC would support additional legislation, if required, to aid car sharing programs and their success in Baltimore City.
- F. **Use of car sharing.** PABC/City expects to use car sharing to supplement the use of fleet vehicles currently leased from Baltimore City.

IV. **WHAT DOES THE CITY/PABC EXPECT FROM A CAR SHARING ORGANIZATION?**

Any car sharing organization operating with the support of the City/PABC must meet the following expectations. Proposals will be given a score in each of the following categories, according to the extent to which each of these expectations are addressed. Any Car Sharing Organization (CSO) receiving PABC/City support will be evaluated on these expectations at the end of the 3-year contract and may be subject to non-renewal at that time.

- A. **Reduce parking demand by reducing the number of vehicles owned in key neighborhoods.** Car sharing organizations (CSOs) must show a demonstrable reduction in the number of cars competing for parking spaces in a given area. There are a number of neighborhoods whose parking problems can be solved in few ways other than to reduce the total number of cars in the area. In these areas, to be determined by PABC (i.e. Federal Hill, Canton, Mt. Vernon, Butcher's Hill), the car sharing organization (CSO) must prove a 5-10% reduction in the number of vehicles owned by the residents of that area over a 3-year period. Vehicles that were either sold or not purchased because of the existence of car sharing in their neighborhood can be included. The CSO should present a plan to survey members' car ownership rates before and after service is implemented.
- B. **Reduce parking demand as demonstrated by the perception of parking availability in key neighborhoods.** Residents of key neighborhoods (i.e. Federal Hill, Canton, Mt. Vernon, and Butcher's Hill) where car sharing exists should perceive an increase in available parking, even if they are not members of the CSO. For example, a third party could go door-to-door prior to the installation of a pod in their neighborhood and ask how far they usually park from their house at 5 PM, at 7 PM and at 9 PM and then conduct a follow-up survey at the end of the 3 year period asking the same questions.
- C. **Reduction in Vehicle Miles Traveled (VMT).** To reduce congestion, emissions of greenhouse gases and parking demand, VMT must be reduced. The CSO must present a plan to prove a 10%, or greater, reduction of VMT over a 3 year period because of the service it provides. This could be demonstrated by asking the number of miles currently driven on the membership application and conducting a follow-up survey of its membership city-wide. VMT could also be determined for each member by reviewing invoices or, perhaps, through the on-board technology and/or online reservation system. Over half of the membership should be included.

- D. **Increased Use of Alternative Forms of Transportation.** The availability of car sharing makes it more feasible for people to use alternative forms of transportation, including transit, bicycling and walking. New members could be asked during the application process the number of trips currently taken by transit, bicycle or by walking each month. A follow up survey one year after the program is implemented should include the same question to compare results.
- E. **Expanding access to automobiles for residents who do not currently own a car.** As a 2005 Abell Foundation study showed, 32% of Baltimore residents do not currently have access to a vehicle. This lack of automobile accessibility puts these residents at a disadvantage economically in terms of purchasing power, access to medical care, and getting to job interviews and work sites not accessible by transit. The CSO should detail plans to make vehicles available to this segment of Baltimore's population for the duration of the contract with the City.
- F. **Commitment to providing a car sharing service to Baltimore City.** We expect that any CSO operating in the City and with the City's and Parking Authority's support will commit to providing that service to Baltimore City residents and businesses for at least 3 years with three (3) one-year options to extend at the sole discretion of the Parking Authority.
- G. **Revenue sharing -** The City/PABC expects that any CSO operating in the City and with the City's and Parking Authority's support will share revenues from operations with the City when those operations become profitable.
- H. **Reduction of Greenhouse Gas Emissions –** To reduce the emissions of greenhouse gases, any CSO operating in the City should offer vehicles that are either hybrid vehicles or vehicles that are at the top of their class in terms of fuel efficiency and emissions, according to the EPA.
- I. **Hiring locally –** To strengthen the local economy, any CSO operating in the City should give priority to Baltimore City residents in hiring. These residents should be paid a living wage.
- J. **Promotion of Alternative Transportation –** To help members transition from using a personal vehicle for most trips to using car sharing occasionally, any CSO operating in the City should promote the use of alternative transportation by making information about local transit options and programs that support transit, existing bicycle routes and amenities, and groups that support alternative transportation on their website and in their office. They are also expected to partner with these or other local groups for marketing or other purposes.
- K. **Targeted Marketing -** Any CSO operating in the City should use a targeted marketing approach that includes reaching out to individual neighborhoods to promote the use of car sharing.

- L. **Indemnification** - The program will not create financial risks to or burdens upon the City or the PABC, and the operator must fully and unconditionally indemnify the City/PABC.
- M. **Affordability** - The program must be reasonably priced with pricing levels guaranteed for some duration.
- N. **Compliance with existing laws** - Car sharing members will be expected to respect the rules and regulations of the thoroughfare and roadways.

V. COMPANY QUALIFICATIONS/PROGRAM DETAILS

In addition to those other requirements and suggestions detailed throughout this RFP, your proposal should fully detail your firm's capabilities and experience in developing, implementing and managing a municipal car sharing program. Your proposal should include a complete description of the car sharing program you propose for the City (as its interests are explained in this RFP), how the entire system will be deployed and who is responsible for maintaining the various components. Your proposal should also include discussion of:

- A. the nature of the proposed relationship between the CSO and the City/PABC;
- B. description of your service;
- C. how individuals become members, reserve vehicles, access vehicles, and how the cost to the customer is determined/paid);
- D. how the program/revenue would be monitored/audited to ensure compliance with the agreed parameters of the program and the agreed profit-sharing;
- E. the age requirements and restrictions of members;
- F. the variety of vehicle types;
- G. the maximum age/mileage of vehicles provided to the car sharing program and the routine maintenance/replacement plan proposed;
- H. the type, limits and exclusions of insurance to be provided both with regard to the car-share fleet and liability associated with use/ownership of those;
- I. how the program would incorporate web-based reservation/payment utilities that are user friendly, allowing access to the program and credit card payment 24 hours a day, 7 days a week, 365 days a year;
- J. how the operator and PABC will share access to all program related data in a format that suits the PABC and as "real time" as possible;
- K. the formula(es) by which the operator and the City will determine allowable costs and share net profits;
- L. the marketing plan you propose to provide;
- M. the technical support plan you intend to implement, including a local office capable of handling responses within at least 30 minutes, and an up-to-date website with information available to the PABC.

VI. WHAT ARE THE QUALITIES EXPECTED AND DISCLOSURES REQUIRED OF A RESPONDENT?

The PABC seeks a relationship with a well-established firm whose experience, current business and financial strength suggest that the operator will not only be able to meet all of its contractual requirements for the full duration of the contract, but that it also will be able to develop, grow and establish a program that is forward looking in its vision, respected and appreciated in the community, and completely free of opportunities for improper influence or corruption. To that end, your proposal must include the following financial/corporate information:

- A. audited financial statements for the past 3 years;
- B. a complete narrative of your company history;
- C. identification and description of any incident, in the last five (5) years, by which a contract with your firm was terminated for any reason whatsoever, including specification whether any such termination was “for cause” or “for default”; and
- D. no less than three (3) references that you believe involve a significantly similar relationship to that you propose in response to this RFP;

VII. MBE/WBE REQUIREMENTS

The goals of the Minority and Women’s Business Enterprises (“M/WBE”) Ordinance as established by the City’s Office of Minority and Women’s Business Opportunity (M/WBO) for the PABC are **15%-MBE/5%-WBE** of the total contract amount. Respondents will complete, and submit with their bid, their commitment to comply with the Baltimore City - Minority and Women’s Business Enterprises Program statement, and Statement of Intent completed by each MBE or WBE sub-contractor proposed for use (the forms of which are attached hereto as Exhibit 1). It is the responsibility of the Respondent to ensure that these documents are complete, and failure to submit the completed and compliant MBE/WBE statements may result in your proposal being rejected as “non-responsive.”

VIII. EVALUATION AND SELECTION CRITERIA

An independent panel of review will evaluate the proposals. The process will include 3 phases - a screening phase for initial review of the proposals, followed by two phases of evaluation. The panel of review will select proposals from Phase 1 to move forward to Phase 2. The preferred proposal/respondent(s) will be selected based on the outcome of Phase 2. The following criteria will be considered, although not exclusively, in determining which proposal(s) is/are pursued.

A. Phase 1 - Screening

The PABC will screen each proposal according to the following criteria. Proposals that do not meet the criteria may, at the sole discretion of the PABC, be rejected as non-responsive.

1. Responsibility of the Respondent

The Respondent must be a person, corporation, or non-profit that:

- has the willingness and ability to perform all aspects of the proposal/contract;

- assures delivery of all service and software within specifications contained in the RFP;
- has adequate service personnel to satisfy any service problems that may arise during all phases of the contract; and
- has the necessary facilities and financial resources to complete the contract within the anticipated timeframe.

2. Responsiveness of the Proposal

The proposals will be examined to determine and ensure that the Respondent has submitted the required documentation requested in this RFP and that proposed program, vehicles, service and software are responsive to the specifications and other requirements contained in this RFP.

B. Phase 2 - Evaluation and Ranking

Proposals that are passed on from the Screening phase will be evaluated by the review panel based upon their ability to meet the desired criteria and the particular aspects of each proposed program. Proposals will be evaluated and ranked based on the review panel's analysis of the proposals, consultation with the listed references and the Respondent's ability to articulate its proposed program, to detail its own capabilities, expertise, experience, and successes related to the criteria, and ability to meet the expectations stated in this RFP. The highest ranked Proposals, in such number as determined by the review panel, will move to Phase 3.

C. Phase 3 - Oral Presentation/Interview/Negotiations

Following the screening and evaluation in Phases 1 and 2, the review panel may elect, at its option, to invite any number of Respondents to give an oral presentation and interview of its proposal. The ranking of proposals, at that time, will not be communicated to the participating Respondents. An oral interview will consist of standard questions asked of each of the Respondents and specific questions regarding the specific proposal. Some or all of the Respondents, at the option of the review panel, may be requested to provide additional information or to make substantive changes to its proposal to meet the criteria of the RFP or to ease comparison to the other proposals. At its discretion, the review panel may engage in substantive negotiations with some or all of the Respondents and/or may ask for "best and final" offers from the presenting Respondents on which a final decision may be based. After any Phase 3 presentations, or provision of additional information, the Selection Committee may review and rescore the proposals.

In the sole discretion of the review panel, the Phase 3 evaluation process may be bypassed altogether, and the panel's recommendation may be based on the evaluation conducted in Phases 1 and 2.

The review panel will then make a recommendation to the PABC Board of Directors. Respondents must understand that the PABC Board of Directors is not bound to accept the recommendation of the review panel and may, instead, substitute its own judgment and select whatever proposal it deems most advantageous to the PABC and City and/or reject any or all proposals at its sole discretion.

IX. FINAL NEGOTIATIONS AND CONTRACTING

A. Negotiation of Final Agreement

The Respondent(s) selected by the PABC Board of Directors, shall cooperate with the PABC in good faith to promptly negotiate, execute and deliver the Final Contract document. The PABC shall draft the final Agreement and require the selected Respondent to attend a contract negotiation conference to discuss any and all possible revisions to the technical terms and conditions, pricing and any part of the proposal, as well as any additional provisions that may be added to the final Agreement, as required by the City and/or its agencies, by City ordinance, resolution or policy, by applicable federal or state laws, rules and regulations or by mutual agreement of the parties. Any contract will also require review and approval of the City's legal representatives prior to its submission.

B. Contract Award

The final Agreement will be submitted to the Baltimore City Board of Estimates for award approval. Approval of the Baltimore City Board of Estimates is a condition precedent required for any agreement, license or other transaction resulting from this RFP. Without such Board of Estimates approval, any negotiations and contract documents are null, void and of no legal consequence. Any amendment, modification, extension, supplemental agreements or subsequent contracts will also require approval of the Baltimore City Board of Estimates as a condition precedent.

C. Terms

During the evaluation and/or negotiation process, the PABC has the right to require any clarification or change it needs to understand the Respondent's approach to the program and its view of the scope of the work. Any changes to the proposal will be made before executing the contract and will become fully integrated into and a part of the final contract documents.

D. Conflict of Interest

In the sole judgment of the PABC, any and all proposals are subject to disqualification on the basis of a conflict of interest. The PABC/City may not contract with an operator if the operator or an employee, officer or director of the Respondent's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the PABC and/or the City who influences the making of the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. **YOUR PROPOSAL MUST IDENTIFY ANY PERSON ASSOCIATED WITH THE FIRM THAT HAS A POTENTIAL CONFLICT OF INTEREST.**

X. OTHER REQUIREMENTS

A. Insurance

1. The selected Respondent will be required to maintain general liability and auto insurance in the minimum amount of \$100,000.00 per occurrence/\$500,000.00 annual

aggregate and excess umbrella insurance in the minimum amount of \$4,000,000.00 to cover any claims arising out of the performance of the contract and/or use of the car sharing fleet vehicles. The general liability and automobile insurance must name The Mayor and City Council of Baltimore and the Baltimore City Parking Authority Inc., as "additional insureds," and their respective elected/appointed officials, employees, and agents shall be covered, by endorsement.

2. The Respondent's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability. To the extent of the Respondent's negligence, the Respondent's insurance coverage shall be primary insurance as respects the City and the PABC, and their respective elected/appointed officials, employees, and agents. Any insurance and/or self-insurance maintained by the City or the PABC's, their respective elected/appointed officials, employees, or agents shall not contribute with the Respondent's insurance or benefit the Respondent in any way.

3. Insurance coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the PABC. There will be an exception for non-payment of premium, which is ten (10) days notice of cancellation.

4. Insurance is to be placed with insurers with a Best's rating of no less than A:VII, or, if not rated with Best's with minimum surpluses the equivalent of Bests' surplus size VII and must be licensed/approved to do business in the State of Maryland.

5. The Respondent shall furnish the PABC with a Certificate of Insurance" with a copy of the "additional insured" endorsement as verification that coverage is in force at least (10) days prior to the submission of the purchase order/contract to the Baltimore City Board of Estimates for approval. The City and the PABC reserve the right to require complete copies of insurance policies at any time.

6. Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render the prospective Agreement null and void; provided, however, that no act or omission of the City or PABC shall in any way limit, modify or affect the obligations of Respondent under any provision of the prospective Agreement.

B. Waiver of Subrogation

Neither Respondent, City, or PABC shall be liable to the other for having caused or contributed to any occurrence which gives rise to a casualty or claim required to be insured under the prospective Agreement. All policies of insurance to be obtained by the Respondent shall provide that any loss shall be payable notwithstanding any act or omission of the City, PABC or Respondent that might otherwise result in a forfeiture or disclaimer of such insurance by the carrier. The insurance carried by the Respondent shall provide for (i.e., consent to) the waiver of subrogation against the City and PABC.

C. Indemnification

The Respondent will indemnify, defend, and hold harmless the City, the PABC, and their respective elected/appointed officials, employees, agents, and volunteers from any and all claims, demands, suits, and actions, including attorney's fees and court costs, connected therewith, brought against the City, PABC, and/or their respective elected/appointed officials, employees, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Operator, its employees, agents, or volunteers, EXCEPT for activities caused by the sole negligent act or omission of the City, PABC, or their respective elected/appointed officials, employees, agents, and volunteers arising out of the prospective Agreement.

D. No Employment/Agency/Joint Venture/Partnership

Nothing contained in this RFP or in any eventual agreement/contract shall be construed to constitute or create any employment, agency, joint venture and/or partnership with the City or PABC. The Respondent is not, and shall not be, an agent, employee, joint venturer or partner of the City or PABC.

E. Worker's Compensation Insurance

A selected Respondent who employs 10 or more persons shall maintain workers' compensation insurance in accordance with state requirements.

F. Business License

A selected Respondent must apply for and obtain, prior to the execution of the final Agreement and at Respondent's sole expense, any business license required to comply with the applicable laws as related to this scope of work.

XI. SCHEDULE (dates are subject to change)

- | | | |
|--------------------------|---|------------------------|
| <input type="checkbox"/> | Pre-Proposal Meeting | May 14, 2009 |
| <input type="checkbox"/> | Written Questions Due from potential Respondents: | May 22, 2009, 4:00 PM |
| <input type="checkbox"/> | Addenda (if any) issued: | May 29, 2009 |
| <input type="checkbox"/> | Proposals due from potential bidders | June 12, 2009, 3:00 PM |

Thank you for your interest in working with the Parking Authority of Baltimore City for this request. We look forward to receiving your proposal.