



FROM THE DESK OF . . .

Tina Volek

City Administrator

PO Box 1178

Billings, MT 59103

(406) 657-8430 FAX (406) 657-8390

email: volekc@ci.billings.mt.us

MEMORANDUM

To: Mayor & City Council
Date: Friday, January 31, 2014
Subject: Staff Recommended Substitutions to 2007 Strategic Plan
CC: Leadership Team

On Jan. 26, 2014, City Council Members received a packet that included a revised set of Vision and Values and a report from staff members entitled Status of Actions from the 2007 Strategic Plan. The Status of Actions included three new strategies that staff members suggested the City Council Members add to the plan. City Council Members were asked to review the Status of Action document to see if they agreed with the findings. It was mentioned in the cover memo that staff members also were looking for changes that should be made to the 2007 document. Council Members also were asked to determine if there were new strategies, goals, objectives or actions that they wanted to substitute for the 2014 plan.

Attached with this memo is a list from staff members of substitutions they would recommend Council Members adopt for the 2014 Strategic Plan. These were not included with the Jan. 26 report so they remained distinct from the 2007 Strategic Plan results. The 2014 recommended substitutions also are in a different type face to distinguish them from the report on the 2007 document.

The most significant staff recommendation is that Strategy 6: Preservation of Resources, be deleted for the 2014 Strategic Plan because it is mostly complete or no longer relevant. A few remaining objectives and actions can be transferred to new Strategy 8: Quality of Life. The remaining substitutions are marked in blue italics and sorted in the same order as the original strategies.

Both documents are scheduled to be reviewed at the Feb. 3 work session. As always, if there are questions or concerns, please contact me.

Staff Recommendations for 2014 Strategic Plan Substitutions—2/3/14

Strategy 1: Honest, Responsive Government

Goal 1: A value-centered organization with policies and procedures that promote responsibility, accountability and trust.

Objective 1: Strengthen/Ensure the public trust by governing effectively.

Action 1: Ensure regulatory conformity for federally funded programs and projects (HUD, FTA and FHWA) by establishing comprehensive compliance procedures and dedicating staff resources to carry out program implementation, risk assessment, compliance planning and monitoring activities. Planning and Community Development Divisions, Aviation and Transit Department.

Objective 2: Supports decision-making with timely and accurate short-term and long-range analysis.

Action 1: Dedicate resources and engage a professional firm to conduct a Facility Needs Study to include a detailed assessment of current conditions, projected future growth, and other facility needs from FY2018-19 for periods of five and twenty years. Administration

Action 2: Complete a Priority Based Budgeting review based on the revised Strategic Plan, to determine the order in which programs will be funded if resources are limited or new programs are desired.

Strategy 2: Comprehensive, Orderly Growth

Goal 1: Comprehensive, cost-effective, and orderly growth.

Objective 1: Manage growth in a way that protects the existing community.

Action 1: Prepare a comprehensive Growth Policy that is primarily focused on City growth areas (Growth Plan). Planning Division.

Action 2: Revise Zoning Code to bring into conformance with new Growth Plan and updating zoning districts to align with new development types. Planning Division.

Objective 2: Identify, assess, and establish a level of service for City Departments and determine funding needs to achieve those levels.

Action 1: Determine acceptable level of city services and analyze service costs to better evaluate where growth should occur in the most efficient way. Planning Division.

Action 2: Investigate funding strategies, such as:

- *Fee adjustments. Establish fees that reflect the cost of providing service. All Departments.*
- *General Obligation Bond to fund bicycle and pedestrian facilities not associated with major road projects. Public vote required.*

Objective 3: Develop, preserve and revitalize residential neighborhoods that are safe, attractive and provide diverse, affordable housing.

Action 1: Dedicate resources to rehabilitate substandard housing via the provision of loan financing to lower income households in order to preserve and revitalize neighborhoods city-wide. Community Development Division.

Action 2: Dedicate resources to develop new affordable housing in all neighborhoods to promote inclusion, diversity, equal opportunity and access. Community Development Division.

Strategy 2: Comprehensive, Orderly Growth (Cont.)

Action 3: Dedicate resources to acquire and rehabilitate vacant and/or foreclosed properties in order to promote infill, stabilize neighborhoods, and prevent decline. Community Development Division.

Goal 2: A customer-friendly development process.

Objective 1: Enhance service quality.

Action 1: Investigate consolidating Development Permit Advisory Review Board (DPARB) and monthly Homebuilders Association (HBA) meetings and focus on policy, program and regulatory changes to best serve community and construction industry alike. Administration and Planning and Building Divisions.

Strategy 3: Transportation

Goal 1: A comprehensive, multi-modal transportation system that supports the Growth Policy to accommodate the future needs of our residents and business community.

Objective 1: Improve transportation in Billings.

Action 1: Explore partnerships with Downtown Billings Alliance, MSU-B, Billings Clinic and St. Vincent Hospital to fund and operate a downtown circulator (bus). Planning Division.

Action 2: Continue adding to the City's network of trails and sidewalks to improve pedestrian access. Planning and Engineering Divisions.

Action 3: Investigate downtown bicycle parking facilities (bike corals) to encourage bicycle use. Planning and Engineering Divisions.

Objective 2: *Improve perceptions and operations of downtown parking so that it supports and enhances a balanced transportation system and Growth Policy objectives*

*Action 1 Prepare and adopt a downtown parking strategic plan in FY 2014
Assigned to City Administration*

*Action 2 Prioritize and implement strategic plan recommendations in FY 2015 and beyond, as permitted by budget and operational limits
Assigned to City Administration*

*Action 3 Complete parking ramp repairs that are recommended by a condition audit in order to maintain public safety and retain infrastructure value.
Assigned to City Administration – Parking Division*

Strategy 4: *Sustainable Economic Development*

Goal 1: *Further economic vitality of Billings and the greater region by fostering community partnerships, and maintaining a strong and efficient infrastructure.*

Objective 1: Establish formal collaborative relationships with Big Sky Economic Development Authority (BSEDA), the Chamber of Commerce and other economic entities to ensure a united, coordinated approach to helping business grow and thrive.

Action 1: Participate in the Billings Livability Partnership to identify and support projects that promote a competitive and sustainable community. Planning and Transit Divisions.

Objective 7: *Provide a safe, healthy and attractive place to live and work: offer quality housing choices, accessible amenities and an environment that provides a desirable quality of life.*

Action 1: Dedicate resources to support homeownership opportunities through loan financing to low income households. Community Development Division.

Action 2: Determine the feasibility of creating a housing center to support potential and existing residents in their quest to obtain, retain and maintain stable housing. If feasible, create a strategic plan for implementation. Community Development Division.

Action 3: Support initiatives to alleviate poverty and promote economic opportunity through Welcome Home Billings, the City's ten-year plan to impact homelessness, and the AmeriCorps Volunteers in Service to America (VISTA) program. (The City must support an anti-poverty strategy to receive CDBG and HOME funding). Community Development Division.

Strategy 5: Involved, *Engaged and* United Community

Goal: Support the community-wide visioning process.

Objective 1: Create common ground with other community organizations and their strategic planning/visioning process.

Action 1: Develop communication strategies to inform community organizations of City initiatives (mill levy increases, growth planning, capital improvement planning). All Departments.

Action 2: Continue to reach out to Neighborhood Task Forces for input on City initiatives. All Departments.

Objective 2: Expand citizen participation in boards, commissions and *other volunteer capacities* to improve public understanding of and involvement in government functions.

Action 5: Provide volunteer opportunities through the AmeriCorps VISTA and other programs.

Objective 3: Investigate the budget needed to conduct a citizen survey every 3 to 5 years to determine public understanding of and satisfaction with City services.

Action 1: Invest in a web-based public engagement program that allows monitored responses to city surveys, questions and initiatives (e.g. MindMixer <http://www.mindmixer.com>). Administration.

Strategy 8: Quality of Life (Goal moved from former Strategy 6: Preservation of Resources)

Goal 4: Preserve Billings' abundant resources: cultural, educational, medical and natural.

Objective 1: Provide lifelong learning and recreational opportunities for community residents.

Action 1: Support efforts to enhance literacy and education for adults and children through the provision of AmeriCorps VISTA resources.



FROM THE DESK OF . . .

Bruce McCandless

Assistant City Administrator

PO Box 1178

Billings, MT 59103

(406) 657-8222 Fax (406) 657-8390

Email: mccandlessb@ci.billings.mt.us

January 31, 2013

TO: Mayor and City Council
Tina Volek, City Administrator
Parking Advisory Board

SUBJECT: Parking strategic plan Request for Proposals (RFP)

At the January 6 work session, the City Council requested that staff prepare an RFP to develop a downtown parking strategic plan and to review it with Council at the February 3 work session. Attached is the draft RFP. The Parking Advisory Board (PAB) members will receive the RFP today, but the Board will not review it until its February 11 meeting. If City Council or the PAB request changes, I will prepare an addendum that includes the changes and will issue it prior to the submittal deadline.

Most of the RFP is boiler-plate that the City uses in all RFPs, so if you want to avoid those parts, please focus your attention on pages 7-9. Those pages contain the proposed schedule, evaluation process and scope of work.

Please feel free to contact me about the RFP if you have any questions.



City of Billings

Request for Proposals

For

Downtown Billings Parking Strategic Plan

City of Billings, Montana

DRAFT

210 North 27th Street P.O. Box 1178, Billings, MT 59101



City of Billings

**Request For Proposals
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Section 1: General Information

Request For Proposals: RFP – BMC02282014: Downtown Billings Parking Strategic Plan

THE ABOVE DESCRIPTION AND NUMBER MUST APPEAR ON ALL PROPOSALS AND RELATED CORRESPONDENCE.

<p>RESPOND NO LATER THAN Feb. 28, 2014, 5:00 p.m.</p>	<p>RFP INITIATIVE: Downtown Billings Parking Strategic Plan</p>	<p>All suppliers must respond in detail to each element of this RFP in order to be considered for contract award. SIX (6) printed copies of the proposals should be mailed or delivered to the contact person at the address below with the price schedule in a separate sealed envelope. An electronic copy of the proposal may be submitted in addition to the printed copies.</p>
<p>Proposer Name:</p>		<p>SEND ALL CORRESPONDENCE TO THE CONTACT BELOW Bruce McCandless, Asst. City Administrator City Of Billings PO Box 1178 Billings, MT 59103 OR 210 N. 27th Street Billings, MT 59101 Email: mccandlessb@ci.billings.mt.us PHONE: 406 657-8222 CELL PHONE: 406 690-3062 FAX: 406 657-8390</p>

Section 2: Objectives

Introduction and Objectives

This RFP is issued by City of Billings for the purpose of obtaining information and pricing regarding assistance in preparing and publishing a Downtown Billings Parking

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Strategic Plan. The Plan will identify short and long term goals for the parking system and identify industry best practices that can be implemented in Billings to improve the operations, management, facilities and public perceptions of downtown parking. The City of Billings will review and assess the RFP responses to determine if the solicited suppliers can meet the needs of the City of Billings. Suppliers are expected to provide their best and most competitive proposal.

Attachment F, the Intent to Respond form, must be completed and faxed, emailed, mailed or delivered to the Contact Person at least two (2) days prior to the advertised RFP due date.

Section 3: Information for Suppliers

Disclaimer

This RFP does not form or constitute a contractual document. The City of Billings shall not be liable for any loss, expense, damage or claim arising out of the advice given or not given or statements made or omitted to be made in connection with this RFP. The City also will not be responsible for any expenses which may be incurred in the preparation of this RFP. This RFP is not to be construed as a contract or commitment of any kind.

Examination of documents

Before submitting the proposals, the proposer shall:

- (a) Carefully examine the Standards and Specifications as well as all other attached documents;
- (b) Fully inform yourself of the existing conditions and limitations;
- (c) Include with the proposal sufficient information to cover all items required in the specifications.

Proposal modifications

In addition to any other information and documentation requested in this RFP, any forms provided herein shall be included in the submitted proposal. Modifications, additions or changes to the terms and conditions of this request for proposals may be cause for rejection of the proposal. Proposals submitted without required forms may be rejected. No oral, telephone, email, fax or telegraphic proposals or modifications will be considered.



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Certification of alteration

A proposal may be rejected should it contain any material alteration or erasure, unless, before the proposal is submitted each such alteration or erasure has been initialed in INK by the authorized agent signing the proposal.

Signature

All proposals shall be typewritten or prepared in ink and must be signed in longhand by the proposer or proposer's agent or designee, with his/her usual signature. A proposal submitted by a partnership must be signed with the partnership name to be followed by the signature and designation of the partner signing. Proposals by corporations must be signed with the legal name of the corporation, followed by the name and signature of an authorized agent or officer of the corporation. Proposals submitted by a proprietorship must be signed by the owner-and the name of each person signing shall be typed or printed legibly below the signature.

Withdrawal of proposals

Proposers may withdraw their proposal either personally or by written request at any time prior to the due date set for receiving proposals. No proposal may be withdrawn or modified after the due date and time, unless and until the award of the contract is delayed for a period exceeding ninety (90) days.

Quote valid

Respondents must honor their price quotes for a period of ninety (90) days after the RFP due date.

Certification

The proposer certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition. The proposer further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specifications and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

Insurance requirements

The proposer certifies that it/they can comply with the City of Billings minimum insurance requirements as follows and name the City of Billings as an additional covered party on all policies except Workers Compensation and Professional Liability:

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1. Workers' compensation and employer's liability coverage as required by Montana law.
2. Commercial general liability, including contractual and personal injury coverages -- \$750,000 per claim and \$1,500,000 per occurrence.
3. Commercial automobile liability -- \$1,500,000 per accident.
4. Professional liability in the amount of \$1,500,000 per claim.

Disposition of proposals

All materials submitted in response to this RFP become public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.

Information provided in response to this RFP will be held in confidence and will not be revealed or discussed with competitors prior to award of Contract by Council. However, one copy of each proposal submitted shall be retained for the official files of the Department and will become public record after award of the Contract. Fee or Price schedules submitted, but not reviewed by the City, do not become a public record and shall only be retained for official files.

Records and materials that are constitutionally protected from disclosure are not subject to the provisions of this section.

The Consultant understands that, if selected, the City reserves the right to provide its opinion publicly and privately regarding the Consultant's performance.

Questions

Questions regarding the Request for Proposals contents must be sent to the contact person listed in Section 1 no later than 2 business days prior to due date for proposals. The City Of Billings will make every effort to provide a written response within 2 business days. Whenever responses to inquiries would constitute a modification or addition to the original RFP, the reply will be made in the form of an addendum to the Request for Proposals, a copy of which will be forwarded to all Suppliers who have submitted an "Intent to Respond" form (Attachment F).

Supplier must submit their questions via email using the "Master Q & A" form found in **Attachment E**, and provide, at a minimum, the following:

- Supplier's name, requester, and appropriate contact information.
- The question, clearly stated.
- Specific reference to the applicable Request for Proposals section(s).



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RFP Submission

Upon the submission of the RFP response, the supplier acknowledges that all information is accurate and complete.

RFP Process Timeline

Dates

RFP/legal ad done:	February 4, 2014
Advertise:	February 6, 2014
Proposals due by 5:00PM:	February 28, 2014
Evaluate and selection:	March 7, 2014
Finalized Council memo and contract due:	March 13, 2014
Council meeting and contract approval:	March 24, 2014

Contract form

The successful firm will be required to execute the City of Billings model contract (Attachment H). Minor modifications may be allowed and must be requested when proposals are submitted. Requested modifications may cause rejection of a proposal or failure to successfully negotiate a contract with the selected consultant.

Section 4: RFP Evaluation and Selection Processes

Initial Evaluation

Proposals received will undergo an initial review to determine:

- Compliance with instructions stated in the RFP
- Compliance with proposal submittal date

Phase II Evaluation

The evaluation of supplier's proposals may include, but is not limited to, the following criteria:

- Experience of Supplier with goods/services required by the City of Billings
- Capacity to assume new business
- Perceived ability to meet the City of Billings requirements
- Availability (timetable) for providing goods and/or services
- Breadth of services available
- Company's financial stability
- Ongoing support
- Reporting capability
- Quality Control Process

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- Process Improvements
- Training
- Compliance with the City of Billings Terms and Conditions
- Price

The City reserves the right to conduct interviews with all or some of the Proposers at any point during the evaluation process. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating firms using the above-stated criteria. The City reserves the right to not conduct interviews and to make the consultant selection based solely on the submitted response.

The City also reserves the right to make such additional investigation as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

Section 5: Scope of Work

Below is a general outline of the anticipated scope of work. However, the final scope of work will be negotiated with the successful proposer.

Background

The City of Billings manages a large number of downtown parking spaces. It owns three (3) parking garages containing __ spaces and a fourth garage with 540 spaces will be completed in May, 2014. The City owns __ surface parking lots containing __ spaces. On-street parking is provided through a combination of metered and time limited spaces in the downtown core and on Montana Avenue, totaling __ spaces. Free parking is available in surrounding areas. Enforcement officers patrol the core area and the hospital corridor as needed and as time permits.

Parking is an enterprise fund within the City accounting structure. Rates and regulations are set by the City Council and rates have been adjusted every 4-6 years, most recently in 2012. The fund is self-supporting, although a transfer of tax increment funds is made each year in order to build a capital reserve balance. The operation has been without a full-time supervisor since May 2013.

The Mayor appoints a nine (9) member Parking Advisory Board (PAB) to advise the Council and City Administrator on parking rates, regulations, facilities and operations. The City Council recently proposed an amendment to the City Charter that would allow it to form a Parking Commission, but electors did not approve the change. Following that election, the PAB recommended that the City develop a Strategic Parking Plan and to hire a knowledgeable and experienced consultant to assist its preparation.



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Summary of work

The City of Billings intends to prepare a parking strategic plan to guide decisions makers on topics such as governance, technology improvements, facilities, rates and enforcement. The selected consultant will review previously prepared parking documents and familiarize itself with the Billings parking operations and facilities. The consultant will be responsible for developing and managing a robust public outreach and public participation process. The consultant will analyze the City's parking management, operations and facilities and develop recommendations for improvements. The recommendations should include, but are not limited to the following:

- ways to improve public perceptions of downtown parking,
- making downtown parking a contributor to continued downtown redevelopment and economic expansion,
- improving customer relations,
- rate structures that recognize and strengthen parking as an integrated system,
- creating parking turnover without unduly penalizing infrequent violators,
- technology improvements that emphasize customer convenience, but will control operating costs and generate sufficient revenue to support system operations,
- accommodating a growing residential population without negatively impacting retail and other sectors that need employee and customer parking,
- how downtown parking can contribute to a balanced transportation system,
- governance and management structures that will contribute to successful implementation of the other recommendations.

The consultant will provide up to twenty (20) printed copies of the final report and a digital copy that can be used to reproduce additional printed or electronic copies. The consultant may be required to present the final report and its findings/recommendation to the City Council at one of its work-session meetings. The City and consultant may add work elements during contract negotiations.

Printed resources available to consultant

Downtown Framework Plan, Kimley-Horn Assoc.	1998
Downtown Parking Demand Report, Rich and Assoc.	2010
Downtown Parking Technology Report, Desman Assoc.	2012



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ATTACHMENT A

VALIDATION QUESTIONS FOR SUPPLIER

GENERAL INFORMATION

- 1) Company Name:
Address:
Contact Name:
Contact Phone:
Contact Email:
Website/URL:
- 2) How many facilities/locations do you have in the U.S? Please list.
- 3) How many years has your company been doing business under this name?
- 4) Total Full-Time Employees.
- 5) Do you have Small Business Administration Status? If yes, can you provide documentation?
- 6) What are your standard payment terms?
- 7) References - Please attach a Word[®] document with all contact information for at least the following three references:
 - a) New Company (started doing business with them in the past 12 months)
 - b) Retained Company (have been doing business with them for 3 + years)
 - c) Former Company (contract terminated in the past 2 years)
- 8) Can you provide a Certificate of Insurance and meet the City of Billings minimum insurance requirements stated in Section 3?

FUNCTIONALITY

- 1) A certificate of insurance must be provided prior to signing the contract, commencing on the day contract begins. Are you willing to comply with these requirements?
- 2) You must instruct your insurance broker/carrier to notify the City of Billings should your coverage change. Are you willing to do this?

QUALITY AND SERVICE

- 1) Do you have a quality assurance program? If yes, please attach a copy.
- 2) Are your employees required to take a mandatory drug test?

LEGAL ISSUES

- 1) Are there any pending lawsuits against your company? If yes, please explain.



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REPORTING

- 1) Can your company provide 20 copies of the final report?
- 2) If yes to the previous question, please attach samples of all reports that are currently available.

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ATTACHMENT B

STANDARD TERMS AND CONDITIONS

In case of default by the successful proposer or failure to deliver the goods or services within the time specified, the City Purchasing Agent, after written notice, may procure them from other sources and hold contractor responsible for excess costs occasioned thereby.

The specifications attached to the instructions to proposers establish a standard of quality desired by the City of Billings. Any proposer may submit quotations on any article-which substantially complies with these specifications as to quality, workmanship and service. The City of Billings reserves the right to make its selections of materials or services purchased, based on its best judgment as to which articles substantially comply with the requirements of the specifications. This RFP is not to be construed as a contract or commitment of any kind.

No alteration in any of the terms, conditions, delivery, quality, or specifications will be effective without prior written consent of the City of Billings.

No exception to delivery or service dates shall be allowed unless prior written approval is first obtained from the City of Billings.

The contractor warrants all articles supplied under this contract to conform to specifications herein. The contractor will deliver a warranty stating that all articles supplied under the contract are fit and sufficient for the purpose manufactured, merchantable, and free from defects.

The contractor agrees not to be discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this shall be barred forthwith from receiving awards of any purchase order for the City unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.

The City reserves the right to cancel and terminate this contract forthwith upon giving 10 days written notice to the contractor. (This provision does not apply to the purchase of materials and equipment. A purchase order for materials and equipment is a binding contract.)



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Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this contract, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorneys' fees, including fees for in-house attorneys, expended or incurred in connection therewith.

Where applicable, possible or required, the proposer is required to submit descriptive literature, sample material, design sketches and detailed shop drawings. Failure to submit required items may result in rejection of the proposal or termination of contract.

The successful proposer may not make any advertising or sale use of the fact that contract items are being used by purchaser and other approved agencies, under penalty of contract termination. News releases pertaining to the award resulting from the RFPs shall not be made without prior written approval of the City of Billings.

This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

The contractor may not assign or subcontract the agreement, or the right to receive reasonable performance of any act called for by the contract, shall be deemed waived by a waiver by City of a breach thereof as to any particular transaction or occurrence.

Regardless of FOB point, contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein and such loss, injury, or destruction shall not release contractor from any obligation hereunder.



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ATTACHMENT C

PRICE MATRIX

(to be sent with proposal in a separate, sealed envelope)

Project Name	Price
Downtown Billings Parking Strategic Plan	
Fee	
Estimated expenses	

I/We acknowledge _____ addendum #s _____.

Company Name

Date

Contact Name (please print)

Title

Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.



City of Billings

ATTACHMENT D

CONDITIONS AND NON-COLLUSION FORM

To receive consideration, this form must be signed in full by a responsible, authorized agent, officer, employee or representative of your firm.

CONDITIONS AND NON-COLLUSION AGREEMENT

We have read and agree to the conditions and stipulations contained herein and to the Standard Terms and Conditions contained on the attached.

We further agree to furnish the services specified at the prices stated herein, to be delivered to the location and on that date set forth herein.

In signing this proposal, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the due date and time to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

_____	_____
Legal Name of Firm/Corporation	Authorized Signature
_____	_____
Address	Printed Name
_____	_____
City/State/Zip	Title
_____	_____
Date	Telephone Number



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ATTACHMENT E

MASTER Q & A FORM

PROJECT: Downtown Billings Parking Strategic Plan

Master Q&A	Any questions regarding this Request for Proposals should be submitted according to the process outlined below. The City will make every effort to answer within two (2) days of receiving the questions.
Q&A Process	<ol style="list-style-type: none"> 1. Prepare questions or concerns on the template provided. 2. Complete the table in full, providing a date for each question and a section of the RFP to reference (if applicable). 3. Submit the completed form via email to mccandlessb@ci.billings.mt.us. Attach associated documents as necessary. <p>Please contact Bruce McCandless at 406 657-8222 with any questions regarding this process.</p>

Questions from: _____ **Company:** _____

Email Address: _____

#	Date	Reference Section	Question or Comment	City Response
1				
2				
3				
4				



City of Billings

ATTACHMENT F
INTENT TO RESPOND FORM

RFP: Downtown Billings Parking Strategic Plan Dated:_____

The following Intent to Respond form must be submitted to the identified Contact Person within two (2) days of RFP submittal deadline date.

To: City of Billings
Attn: Bruce McCandless, Asst City Administrator
Fax: 406 657-8390
Email: mccandlessb@ci.billings.mt.us

From: _____ Contact Name
_____ Company Name
_____ Company Address
_____ Phone Number
_____ Fax Number
_____ Email Address

We intend to respond to this RFP by the specified due date:

Yes _____ No _____

Company Name Date

Contact Name (please print) Title

Signature of Contact Person

By signing the above, I certify that I am authorized by the Company named above to respond to this request.



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ATTACHMENT G

SUPPLIER CONTACT INFORMATION

A. Company Contacts

Primary Contact Person (Name):	
Title/Function:	
Address	
Business Hours Phone:	
Fax:	
Internet E-mail Address:	
Name of Person Responding to Request:	
Title/Function:	
Address:	
Phone:	
Fax:	
Internet E-mail Address:	

B. General Company and Financial Information

Company Name:	
Headquarters Address:	
City, State, ZIP	
Headquarters Phone:	
Headquarters FAX:	
Company Owned By:	
Percent % Ownership:	
Years In Business	
Name of CIO	
Name of CEO/President:	



City of Billings

**ATTACHMENT H
CITY OF BILLINGS MODEL CONSULTANT CONTRACT**

CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as “**CITY**,” and _____, of _____, hereinafter referred to as “**CONSULTANT**.”

WITNESSETH:

WHEREAS, the **CITY** proposes to _____ and desires to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit “A” and by this reference made a part hereof.

WHEREAS, the **CITY** has authority to contract for such services, and;

WHEREAS, the **CONSULTANT** represents that he/she is fully qualified to perform such services personally and is in compliance with the Montana Statutes relating to the provisions of such services.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. PURPOSE: **CITY** agrees to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit “A” and by this reference made a part hereof. In performing these services, the **CONSULTANT** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. TERM: This **AGREEMENT** shall be for a period of _____ years, from the execution of this **AGREEMENT**. This **AGREEMENT** may be



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extended for _____ one year options by mutual agreement of both parties, in writing, thirty (30) days prior to termination.

3. **PAYMENT:** In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** a price not to exceed \$_____.

In the event scope of work issues arise, the **CONSULTANT** shall immediately discuss them with the Project Manager for the **CITY**. It is understood that the Consultant will not perform any work that the **CITY** deems outside the scope prior to receiving written approval from the **CITY**, and at a rate agreed upon by both parties. Any payment for work not agreed upon by the **CITY** shall be denied.

4. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that **CONSULTANT** is an independent Contractor for purposes of this **AGREEMENT** and is not to be considered an employee of the **CITY** for any purpose. **CONSULTANT** is not subject to the terms and provisions of the **CITY's** personnel policies handbook and may not be considered a **CITY** employee for workers' compensation or any other purpose. **CONSULTANT** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONSULTANT** and any third parties.

5. **INDEMNITY AND INSURANCE:**

- A. The Consultant agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or its agents or employees.
- B. The Consultant shall not indemnify, defend, save and hold Billings harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of Billings occurring during the course of or as a result of the performance of the **AGREEMENT**.
- C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both Billings and the Consultant, the Consultant shall indemnify, defend, save, and hold Billings harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the Consultant's or any subcontractor's wrongful or negligent acts occurring as a result from the Consultant's performance pursuant to this **AGREEMENT**.



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- D. The **CONSULTANT** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONSULTANT** shall furnish the **CITY** with proof of insurance in accordance with this Section.

The **CONSULTANT** shall provide the following insurance:

1. Workers' compensation and employer's liability coverage as required by Montana law.
2. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
3. Commercial automobile liability -- \$1,500,000 per accident.
4. Professional liability in the amount of \$1,500,000 per claim.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation.

The **CITY** shall be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies.

In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against Billings.

CONSULTANT shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. **CONSULTANT** shall maintain workers' compensation insurance coverage for all members and employees of **CONSULTANT's** business, except for those members who are exempted as independent **CONSULTANTS** under the provisions of §39-71-401, MCA.

CONSULTANT shall furnish **CITY** with copies showing one of the following: (1) proof of registration as a registered Contractor under Title 39, Chapter 9, MCA; (2) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption from workers' compensation granted by law for independent Contractors.

6. AGREEMENTS OF CONSULTANT: As an inducement to the execution of this **AGREEMENT** by the **CITY** and in consideration of the agreements to be performed by the **CITY**, the **CONSULTANT** agrees that:

A. Qualifications

The **CONSULTANT** is qualified to perform the services to be furnished under this **AGREEMENT** and is permitted by law to perform



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such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform.

B. Solicitation of Agreement

The **CONSULTANT** has not employed any person to solicit this **AGREEMENT** and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this **AGREEMENT**.

C. Facilities and Personnel

The **CONSULTANT** has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed.

D. Subcontracting

None of the work or services covered by this **AGREEMENT** shall be subcontracted without the prior approval of the **CITY**.

E. Affidavits of Compliance

The **CONSULTANT** will, if requested by the **CITY**, furnish the **CITY** affidavits certifying compliance with the provisions of this Section.

7. **AGREEMENTS OF CITY:**

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the City of Billings' portion of the project as designated in the scope of work.
- B. Name a Project Manager who shall be the liaison between the Consultant and the City of Billings. For this project, the Project Manager for **CONSULTANT** designated is _____ and the Project Manager for **CITY** designated is _____.



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8. NONDISCRIMINATION:

- A. The **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The **CONSULTANT** will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The **CONSULTANT** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The **CONSULTANT** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
- C. The **CONSULTANT** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.
- D. The **CONSULTANT** shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such sub-consultant or vendor of the **CONSULTANT** under this **AGREEMENT**.
- E. The **CONSULTANT** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.

- 9. PERMITS, LAWS, AND TAXES:** The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this **AGREEMENT**. All actions taken by the **CONSULTANT** under this **AGREEMENT** shall comply with all applicable statutes, ordinances, rules and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this **AGREEMENT**.



10. **NONWAIVER:** The failure of either party at any time to enforce a provision of this **AGREEMENT** shall in no way constitute a waiver of the provision, nor in any way affect the validity of this **AGREEMENT** or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.
11. **DECLARATION OF NO FINANCIAL INTEREST:** The **CONSULTANT** hereby declares that he does not have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any property described in Section 1 or in its sale, or any other interest, whether or not in connection with the property, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished under this **AGREEMENT**, any person having any such interest. Until the property is acquired by the **CITY** or excluded from its project by resolution of its governing body, the **CONSULTANT** and any employees of the **CONSULTANT**, so long as they are employed by the **CONSULTANT**, will not acquire any such interests and will not, for their own account or for other than the **CITY**, negotiate for any of the property, perform services in connection with the property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to the property.
12. **SUCCESSORS AND ASSIGNS:** This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and the **CONSULTANT** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor the **CONSULTANT** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
13. **CHANGES IN WORK:** Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.
14. **LEGAL RELATIONS:** The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.



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15. **TERMINATION OF AGREEMENT:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**.

In the event the **CITY** terminates this **AGREEMENT**, the **CONSULTANT** shall be paid for the amount of work performed or services rendered to date of termination per the **AGREEMENT** fee.
16. **ENDORSEMENTS:** The **CONSULTANT** shall furnish signatures, statements, or other suitable means to signify responsible endorsement of work on all reports furnished by him.
17. **OWNERSHIP OF DOCUMENTS:** All information relating to the project and prepared under the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the **CITY**. Reproducibles of all notes, reports, and plans shall be made available at the **CITY'S** request.
18. **PUBLIC INFORMATION:** The **CONSULTANT** shall not issue any statements, releases, or information for public dissemination without prior written approval of the **CITY**.
19. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the **CITY**.
20. **RECORDS:** The **CONSULTANT** shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the **AGREEMENT** term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the **CITY** and copies thereof shall be furnished if requested.
21. **ATTORNEY'S FEES AND COSTS:** That in the event it becomes necessary for either Party to this **AGREEMENT** to retain an attorney to enforce any of the terms or conditions of the **AGREEMENT** or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.
22. **LITIGATION LOCATION:** The parties agree that this **AGREEMENT** shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no



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other venue for resolution of disputes arising from the **AGREEMENT** or the performance of its terms.

- 23. **MODIFICATION AND AMENDMENTS:** That any amendment or modification of this **AGREEMENT** or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this **AGREEMENT**.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

CONSULTANT (Print Name Above)

By _____

Thomas W. Hanel, Mayor

By _____

Title _____

APPROVED AS TO FORM:

By _____

BRENT BROOKS, CITY Attorney