CONTRACT DOCUMENTS

City of Lincoln
Nebraska

Parking Management Services
RFP No. 15-093

Republic Parking System, Inc.
633 Chestnut St., Suite 2000
Chattanooga, TN 37450
423-756-2771

City of Lincoln, Nebraska
Contract Terms

THIS CONTRACT, made and entered into by and between **Republic Parking System, Inc., 633 Chestnut St., Suite 2000, Chattanooga, TN 37450** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Parking Management Services RFP 15-093

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; © provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

   Agreement to submitted proposal

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

   The City will pay for products/services, according to the 7 Year Pro Forma, as per Attachment A, a copy thereof being attached to and made a part of this Contract for a total management fee of $504,000.00, plus expenses for the four-year term of this contract.

3. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-VERIFY: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. GUARANTEE: A performance bond in the full amount of the contract shall be required for this contract. This bond shall remain in effect during the guarantee period as stated in the specifications. Once the project is completed, the Contractor may submit a maintenance bond in place of the performance bond.

6. TERMINATION. This Contract may be terminated by the following:
   - 6.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
   - 6.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
     - 6.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
     - 6.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
     - 6.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

7. INDEPENDENT CONTRACTOR: It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

8. PERIOD OF PERFORMANCE: This Contract shall be a four (4) year term beginning September 1, 2015 with the option to renew for three (3) additional one (1) year term.

9. The Contract Documents comprise the Contract, and consist of the following:

   1. Contract Terms
   2. Accepted Proposal
   3. Addendums No. 1, 2 and 3
   4. Specifications
   5. Forms 1 - 4
   6. Attachments A - D
   7. Instructions to Bidders
   8. Insurance Requirements
   9. Performance Bonds
   10. Notice to Bidders

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page

Vendor Signature Page

Parking Management Services
RFP No. 15-093
Republic Parking System, Inc.

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Michelle L. Mull Seal
Asst.Secretary

Republic Parking System, Inc.
Name of Corporation
633 Chestnut Street Suite 2000
Chattanooga, TN 37450
Address

By: Scott Titmus
Duly Authorized Official

President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By:
Member

By:
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln Signature Page

Parking Management Services
RFP No. 15-093
Republic Parking System, Inc.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

_____
City Clerk

CITY OF LINCOLN, NEBRASKA

_____
Chris Beutler, Mayor

Approved by Resolution Order No._____

dated _____

PERFORMANCE BOND

Bond No. 106199503

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Republic Parking System, Inc.
633 Chestnut St., Suite 2000
Chattanooga, TN 37450

SURETY (Name and Principal Place of Business):
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

Owner (Name and Address):
City of Lincoln
555 South 10th St.
Lincoln, NE 68508

CONTRACT
Date: September 1, 2015
Amount: **$504,000.00**

Description (Name and Location):
For all labor, material and equipment necessary for Parking Management Services

BOND
Date: September 1, 2015
Amount: **$504,000.00**

Modifications to this Bond Form: See below.

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

Republic Parking System, Inc.
633 Chestnut St., Suite 2000
Chattanooga, *TN 37450*

Signature:
Name and Tite:

SURETY
Company: (Corp.Seal)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

Signature:
Name and Title: John W. Lyman, Attorney-In-Fact

Modifications to this Bond Form:

Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of September 1, 2015 to September 1, 2019. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew the Bond, shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.

EJCDC NO. 1910-28a (1984 Edition)
Prepared through the joint efforts of The Surety Assoc. of America. Engineers' Joint Contract Documents Committee. The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

   3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and

   3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and

   3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a contractor selected to perform the Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

   4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract, or

   4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors: or

   4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or

   4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

   1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practiceable after the amount is determined tender payment therefore to the Owner; or

   2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

   6.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;

   6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; an d

   6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a satutory or other legal requirement in the location where the contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.

    12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.

    12.2 Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

    12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

    12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228854

Certificate No. 006153936

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Betty J. Alligood, John W. Lyman, Elizabeth A. Tucker, Sherry Street, and Jessie Snowden

of the City of Chattanooga, State of Tennessee, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 29th day of December, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 29th day of December, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Form #1 – Management Fee and Operating Expenses

Garage Management, Meter Collections, Maintenance and Hooding, Parking Enforcement, and Citation Management

Respondent Name ____**Republic Parking System, Inc.**_____

RFP _**Parking Management Services 15-093**_____

7 Year Pro Forma

YEAR

Expenses	**1**	**2**	**3**	**4**	**4-Year Total**	**5**	**6**	**7**	**7-Year Total**
Payroll	$2,237,437	$2,282185	$2,327,829	$2,374,386	$9,221,837	$2,421,875	$2,470,311	$2,519,717	$16,633,738
Payroll Taxes	$289,748	$295,542	$301,453	$307,482	$1,194,225	$313,632	$319,905	$326,303	$2,154,065
Workers Compensation	$118,136	$120,499	$122,909	$125,367	$486,911	$127,874	$130,432	$133,041	$878,258
Benefits	$168,000	$169,680	$171,376	$173,090	$682,146	$174,820	$176,569	$178,334	$1,211,869
Liability Insurance	$120,989	$120,989	$123,408	$123,408	$488,794	$125,876	$125,876	$125,876	$866,422
Miscellaneous Expenses	$2,000	$2,000	$2,000	$2,000	$8,000	$2,000	$2,000	$2,000	$14,000
Uniforms	$22,000	$22,500	$23,000	$23,500	$91,000	$24,000	$24,500	$25,000	$164,500
Tickets	$27,000	$27,000	$27,000	$27,000	$108,000	$28,000	$28,000	$28,000	$192,000
Equipment Maintenance	$45,000	$45,000	$45,000	$45,000	$180,000	$45,000	$45,000	$45,000	$315,000
Sub-Total Expenses	$3,030,310	$3,085,395	$3,143,975	$3,201,233	$12,460,913	$3,263,075	$3,322,593	$3,383,271	$22,429,852
Management Fee	$126,000	$126,000	$126,000	$126,000	$504,000	$132,000	$132,000	$132,000	$900,000
Total Expense	$3,156,310	$3,211,395	$3,269,975	$3,327,233	$12,964,913	$3,395,075	$3,454,593	$3,515,271	$23,329,852

City of Lincoln/Lancaster County (Lincoln Purchasing)
Supplier Response

Bid Information

Bid Creator	Vince Mejer Purchasing Agent
Email	vmejer@lincoln.ne.gov
Phone	1 (402) 441-8314
Fax	1 (402) 441-6513
Bid Number	15-093 Addendum 3
Title	Parking Management Services
Bid Type	RFP
Issue Date	04/13/2015
Close Date	6/17/2015 12:00:00 PM CT
Need by Date	

Contact Information

Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508
Contact	Vince Mejer Purchasing Agent
Department	
Building	
Floor/Room	
Telephone	1 (402) 441-8314
Fax	1 (402) 441-6513
Email	vmejer@lincoln.ne.gov

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	Republic Parking System, Inc.
Address	633 Chestnut St., Suite 2000 Chattanooga, TN 37450
Contact	Scott Titmus
Department	
Building	
Floor/Room	
Telephone	1 (423) 756-2771
Fax	1 (423) 265-5728
Email	stitmus@republicparking.com
Submitted	6/14/2015 2:08:16 PM CT
Total	$0.00

Signature Brian Kern

Email bkern@republicparking.com

Supplier Notes

Bid Notes

This is to notify you of the RFP 15-093 for Parking Management Services.
A Pre-Proposal conference will be held on Wednesday, April 29, 2015 at 10:00 a.m., in the Purchasing Conference Room located at 440 S. 8th St., Lincoln, NE. After the meeting tours will be conducted for all parking facilities. No other times will be available for a walk-through. All interested Proposers are strongly encouraged to attend.
Please prepare your written response and return to our office as noted in the RFP according to the specifications.

You must respond to the Attribute and Line Item Sections of this electronic bid and submit before the closing date and time.

Bid Activities

Date	Name	Description
4/29/2015 10:00:00 AM	Pre-submission Conference	There will be a pre-submission conference on April 29, 2015 at 10:00 AM in the Purchasing Conference Room located at 440 South 8th Street, Lincoln, NE 68508. After the meeting tours will be conducted for all parking facilities. No other times will be available for a walk through. All interested vendors are strongly encouraged to attend.

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Proposal Submission	I have prepared, completed and delivered/mailed to the City Purchasing Agent one (1) original and six (6) copies and one (1) USB drive version of my proposal as requested in the Specifications.	Yes
5	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
6	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
7	Forms	I have read and understand all the Forms and Attachments included in this RFP.	Yes
8	Contact	Name of person submitting this bid:	Brian Kern, Vice President
9	Electronic Signature	Please check here for your electronic signature.	Yes
10	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
11	Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
12	Agreement to Addendum No. 3	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 15-139 RFP, Parking Management Services. Please prepare your written response and return to our office as noted in the RFP according to the specifications. Respond to the Attribute section of this electronic bid and submit before the closing date and time. Also, you must enter a 0 for your response in this line item. YOU MUST RESPOND ELECTRONICALLY AND HAVE YOUR WRITTEN PROPOSAL RESPONSES TO THE PURCHASING OFFICE BEFORE THE RPF CLOSING DATE AND TIME.	$0.00

Item Notes:

Supplier Notes:

Response Total: $0.00

Client#: 160596 28REPUBLICPAR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
J Smith Lanier Chattanooga
605 Chestnut Street
Liberty Tower, Suite 500
Chattanooga, TN 37450

CONTACT NAME:
PHONE (A/C, No, Ext): 423 267-8310 FAX (A/C, No): 423 267-8065
E-MAIL ADDRESS:

INSURED
Republic Parking System, Inc.
633 Chestnut Street, Ste 2000
Chattanooga, TN 37450

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance C	23035
INSURER B : XL Specialty Insurance	37885
INSURER C : Liberty Insurance Corporation	42404
INSURER D : Travelers C & S of America	31194
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		TB2651289452025	07/01/2015	07/01/2016	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X BI/PD Ded:250000						MED EXP (Any one person)	$EXCLUDED
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$10,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			AS2651289452035	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			US00071896LI15A	07/01/2015	07/01/2016	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA765D289452015	07/01/2015	07/01/2016	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Crime			106321541	07/01/2015	07/01/2016	Sch Location Limit	
A	Garagekeepers			AS2651289452035	07/01/2015	07/01/2016	Sch Location Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See attached page.

(See Attached Descriptions)

CERTIFICATE HOLDER

NE - City of Lincoln
555 South 10th Street
Lincoln, NE 68508

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Crime:
Travelers C & S of America
Policy #106321541
Policy Term: 7/1/2015 - 7/1/2016
Crime / Employee Theft included if required by written contract, subject to policy terms and conditions, per the scheduled crime location limit as supplied by Republic Parking System, Inc.

Garagekeepers Legal Liability:
Liberty Mutual Fire Insurance Co.
Policy #AS2 651 289452 035
Policy Term: 7/1/2015 - 7/1/2016
Garagekeepers Legal Liability included if required by written contract, subject to policy terms and conditions, per the scheduled garagekeepers location limit as supplied by Republic Parking System, Inc.

Description of operations: The City of Lincoln and its employees are named as an Additional Insured for Auto Liability per form CA2048 &/or General Liability per form LN2001, if required by written contract, subject to policy terms & conditions, as pertains to the operations of the insured. REG: University Square Parking Garage Office 101 North 14th Street (Stationed)
Could help at Center Park/ Larson/ Que Place/ Carriage Park and or Cornhusker and Red 1 Parking Garage Office (Stationed)
Could help at Haymarket/ Market/ Lumberworks (When Built) & West Depot Lot
30 Days Notice of Cancellation.

Request for Proposals
Professional Parking Management Services
City of Lincoln
Lincoln, Nebraska

1. REQUEST FOR PROPOSALS

1.1. The City of Lincoln, Nebraska, as owner and operator of the Lincoln Municipal Parking Garages hereby requests proposals from interested and qualified Parking Management Firms desiring to operate the parking facilities, on-street parking meter collection, meter maintenance, meter hooding, enforcement and citation management for a period of four (4) years, beginning September 1, 2015 with option to renew for three (3) additional one (1) year periods.

1.2. The following instructions are provided as general information to prospective operators concerning the operation of the City of Lincoln parking facilities.

1.3. These instructions are not intended to be completely definitive of the proposed contractual relationship to be entered into between the City of Lincoln and the successful Operator.

2. RIGHT TO REJECT ALL PROPOSALS

2.1. The City of Lincoln, Nebraska reserves the right to accept or reject any or all proposals and to waive any irregularity or informality in any proposal.

2.2. Any proposal in conflict with any applicable City, State, or Federal laws, ordinances, rules, regulations, or instructions will be rejected.

3. GENERAL PROVISIONS

3.1. This Request for Proposal does not obligate the City of Lincoln to award the contract to any Operator nor to pay any cost incurred in the preparation of the Proposal submitted in response to this Request.

3.2. At the option of the City of Lincoln, one or more Operators may be invited to Lincoln for interview.

3.2.1. Expenses associated with the interview will be solely the responsibility of the Operator(s) so invited.

4. OPERATING OR OWNING COMPETING PROJECTS

4.1. All persons or entities submitting a proposal shall indicate if such person or entity, or a related entity to such person or entity, owns or operates any other parking facility within Nebraska, for which it has the right to determine the fee for parking or from which it derives a fee based on a percentage of the revenues of such facility.

4.2. An entity shall be a related entity to another entity if there is common ownership of ten percent or more of the ownership of each entity or if the same individual is an officer in each entity or if an owner of ten percent or more of one entity is an officer in the other entity.

4.3. An entity shall be a related entity, to a person if that person owns ten percent or more of such entity or is an officer of such entity.

5. SUBMISSION OF PROPOSALS

5.1. All interested parking management firms must submit proposals to the City of Lincoln Purchasing Agent no later than 12:00 Noon (CDT) on date indicated on the E-Bid Request.

5.2. One (1) original, six (6) copies, and one (1) USB version must be submitted.

5.3. Each proposal must be enclosed in a sealed envelope showing on the face thereof the name of the Operator, RFP number and addressed to:

Mr. Vince M. Mejer
Purchasing Agent
City of Lincoln
440 South 8th Street, Suite 200
Lincoln, NE 68508
Telephone 402-441-8314
vmejer@lincoln.ne.gov

5.4. Each proposal should contain the following elements:

- 5.4.1. Satisfactory evidence of having performed this type of service for at least five years.
- 5.4.2. Samples of reports defined in Section 7.
- 5.4.3. A description of the management firm.
- 5.4.4. Definition of your understanding of the Scope of Services.
- 5.4.5. Description of innovative programs utilized in other facilities managed by your firm.
- 5.4.6. Describe your customer service programs.
- 5.4.7. At least three business references whom the City may contact.
  - 5.4.7.1. These references must be current clients and should be municipal or other government units.
  - 5.4.7.2. Include the name, address and telephone number of the appropriate contact person.
- 5.4.8. The proposed fixed monthly fee to include all services shall be submitted in one separate sealed envelope and shall be included with the proposal response.
  - 5.4.8.1. Salaries, travel, and accommodation expenses of all executive and supervisory personnel of respondent not stationed at Lincoln.
  - 5.4.8.2. General administrative and accounting expenses, including salary or wages of any person employed in the main or any branch office of the respondent, home office overhead.
  - 5.4.8.3. All respondent profit.
  - 5.4.8.4. A schedule showing the monthly cost of providing facilities management and meter collection, maintenance and hooding services, and enforcement and citation management including the following line items:
    - 5.4.8.4.1. Payroll and payroll benefits and taxes.
    - 5.4.8.4.2. Liability insurance.
    - 5.4.8.4.3. Miscellaneous expenses.
  - 5.4.8.5. Costs should be shown for the first four (4) years of the contract as well as for the three optional years.

5.4.9. A detailed resume of the proposed resident program manager.

5.4.10. The last two (2) years of parking facility activity reports for the City of Lincoln parking facilities are available upon request.

5.4.11. Respondents shall submit a description of its capacity to, if requested on short notice, rapidly institute temporary services should the current firm default for any reason after a new contract is issued and prior to the scheduled start-up.

5.5. Pro Forma – Management Fee and Operating Expenses.

5.5.1. Attached, as Form 1, are worksheets that must be completed by the respondent.

5.5.2. These worksheets form the core financial submittal of each proposal and failure to complete these worksheets will result in a proposal being rejected as non-responsive.

5.5.3. To the extent a worksheet contains financial information (or assumptions) provided by the City, the respondent shall not alter this information in its proposal.

5.5.3.1. For example, to the extent the City provides an annual "gross revenue" assumption, the respondent shall use this assumption in its financial worksheets so that all proposals may be fairly compared and contrasted.

5.5.3.2. Further to that example, should the respondent desire to indicate an expectation of increased annual gross revenue, the respondent should so indicate in a narrative or other form, but should not alter the standard assumption.

5.5.4. Respondent should clearly explain the source of any additional income as part of the proposal text under the Revenue Maximization Section of the Operating Plan.

5.6. The submittal shall include, at a minimum, the following in order:

5.6.1. Four (4) Year Pro Forma – Form 1, attached, and with three (3) one-year options.

5.6.2. Proposal Form – Form 2, attached.

5.6.3. Company Information – Form 3, attached.

5.6.4. Client References – Form 4, attached.

5.7. **Firms must also complete and submit the electronic portion (Attributes and Line Item sections) of this proposal on the E-bid System.**

5.7.1. **Electronic submittal must be submitted before the closing date and time of this bid.**

6. GENERAL RESPONSIBILITIES

6.1. Garage Management (8,022 total spaces in 13 garages and 455 spaces in 4 surface lots) and Meter Collections, Meter Maintenance and Meter Hooding, Enforcement, and Citation Management. See **ATTACHMENT "A"** for Downtown Parking Facilities with location maps.

6.2. For current parking rates for garages, see **ATTACHMENT "B"**.

6.3. On-Street Enforcement (approximately 2,400 metered spaces and 1,420 signed spaces), see **ATTACHMENT "C".**

6.4. Respondents (hereinafter referred to as the "Respondent" or "Respondent(s)") are expected to provide one proposal addressing 6.1 and 6.2.

6.5. Operator shall be responsible for the day-to-day operations of the facilities; shall maintain the facilities in a clean, orderly manner, in accordance with the City standards, and as necessary for the proper operation and care of the facilities.

6.6. Operator shall maintain the premises neat and clean at all times, including all sidewalk areas adjoining the facilities and shall advise the City of their general condition and repair as appropriate, or as requested.

6.7. Operator shall keep and maintain the Municipal Parking Facilities, its fixtures and equipment, including traffic control equipment, at all times in good condition and repair, with ordinary wear and tear expected.

- 6.7.1. Operator shall perform preventive maintenance on all equipment in accord with manufacturer's recommendations for garages and meters.
- 6.7.2. The maintenance of parking control equipment shall be through a maintenance service contract, approved by City or by a competent staff person of the management company.
- 6.7.3. The expense of such maintenance and repair shall be charged as an item of operating expense as provided in the contract agreement.
- 6.7.4. Any maintenance and repair which is made necessary as a result of the negligence or carelessness of the Operator, or its agents or employees, shall be the exclusive responsibility of and be repaired or replaced by the Operator at no cost to the City of Lincoln.
- 6.7.5. The City is responsible for all replacements or additions to the parking equipment.

6.8. Vehicles

- 6.8.1. The following shall apply to the use of vehicles:
  - 6.8.1.1. All vehicles used by the Operator's personnel shall be clearly identifiable as performing parking duties.
  - 6.8.1.2. The vehicle markings must be approved by the City prior to placement on any parking vehicles.
- 6.8.2. Vehicles shall be operated at all times in compliance with all state and local motor vehicle and emissions laws.
- 6.8.3. The rear of all parking services vehicles shall have a sign warning of frequent vehicle stops.
- 6.8.4. All vehicles used by the Operator's personnel shall have blinking flasher lights installed on the vehicle's roof.
  - 6.8.4.1. These lights shall be used when patrolling to warn other vehicles about the slower moving parking vehicle.
- 6.8.5. Any vehicle used for parking services purposes must be approved by the City.

6.9. Operator shall inform the City immediately of any defect in condition or operation of the facilities and meters.

6.10. Operator shall recommend changes in the operation, maintenance, graphics, or security procedures deemed necessary or desirable.

6.11. Operator shall, at all times, comply with all applicable Federal, State, and City laws and ordinances, as well as all rules, regulations, and instructions which the City may impose.

6.12. All necessary supplies, materials, and equipment will be purchased in accordance with the City of Lincoln Purchasing Ordinances and Municipal Codes, unless approved by the City's Purchasing Agent.

6.13. All purchases will be made through the City's Purchasing Division.

6.14. Purchasing procedures are available online on the Purchasing's website.

6.15. Operator shall make available to the City the benefit of any savings resulting from the volume purchasing of items, such as garage forms, equipment, and supplies, for which the firm has national contracts.

6.15.1. Firm shall advise the Purchasing Office when doing the above.

6.16. The City has leased space at 850 "Q" Street for the Parking Services Division and has made the space available for the Respondent.

6.16.1. The office is shared with the City's Parking staff.

6.17. The office, customer service personnel, meter collection maintenance, hooding personnel, enforcement personnel, and citation management personnel shall be supervised by a designated supervisor or manager during office hours.

6.18. After normal business hours, the Manager shall be accessible to Facility personnel and to the City by means of telephone, cellular phone, or some other electronic method which shall make the Manager accessible 24 hours a day, 7 days a week.

6.18.1. In the event that the Manager is not available or accessible, the Respondent shall provide the City and employees on duty in the parking facility with an alternate mode of contact for another member of the respondent's management staff who is familiar with the facility(s) and City parking and meter operations, available 24 hours a day and authorized to make operating and personnel decisions in the absence of the Manager.

6.18.2. The Manager shall respond to the Facility in case of any emergency, or if requested by on-site employees, or as directed by the City.

6.19. On weekends or any other times garage or meter personnel are on duty but the office is closed, a supervisor shall be in instant, direct contact at all times via a cell phone or other similar device.

6.20. The Respondent shall have a specific telephone number solely for the purpose of handling City of Lincoln's management questions and complaints regarding facility management, meter collections, enforcement, citation management, and maintenance and meter hooding issues.

6.20.1. The telephone number shall ring to the office and shall be answered by a supervisor or office staff during normal business hours.

6.21. All garage personnel, meter collection, maintenance and hooding personnel, and enforcement and citation management personnel shall have instant communication access (via a cell phone or other similar device) to the supervisor and the supervisor to customer service personnel, meter collection, maintenance and hooding personnel, and enforcement and citation management personnel during all times garage personnel, meter collection, maintenance and hooding personnel, and enforcement and citation management personnel are on duty.

6.22. The Respondent will be responsible for all aspects of recruitment and selection of all personnel.

6.23. Respondent shall pay, at a minimum, all employees the current living wage as established by the City. This information is available on the Purchasing's website.

6.23.1. Respondent will increase the living wage in accordance with any future living wage increases approved by the City.

6.24. The Respondent shall employ only persons competent and skilled in the performance of the work assigned to them and shall provide skilled and responsible supervision for such persons.

6.25. The Respondent's employees shall not carry a firearm or any type of weapon while on duty.

6.26. The Respondent's personnel shall be polite and courteous to all citizens. Confrontations are to be avoided if at all possible.

6.26.1. Personnel should conduct themselves as the city's ambassadors to the public.

6.27. Respondent's personnel shall be required to speak and write easily-understandable English Language as the primary language.

6.28. The Respondent shall not use discriminatory hiring practices in regard to ethnic origin, race, religion, sex, and physical or mental disability.

7. ACCOUNTING AND REPORTING

7.1. Operator, as part of the management fee, shall install and maintain a suitable, complete, and separate bookkeeping and accounting system covering all parking facilities, sufficient to provide reports identified in, as well as utilizing the City's financial system and McGann Parking Management Software with Integrated Accounts Receivable as instructed by the City.

7.1.1. The books and accounts shall, at all times, be open to inspection by the City or its authorized representatives.

7.2. Operator shall provide daily deposits on all parking receipts to the credit of the City Treasurer in a bank designated by the City Treasurer.

7.2.1. Parking meter collections and deposits shall be prescribed by the City.

7.3. Operator shall submit to the City all operating expenses paid by the Operator, and the City shall reimburse the Operator for all properly incurred operating expenses which relate to the operation of the parking facilities and are in compliance with City policies and procedures.

7.3.1. Said expenses shall include, but not be limited to, the cost of labor, salary of the resident manager, payroll taxes, and uniforms.

7.4. Examples of such reports include, but not limited to:

7.4.1. Accounts receivable details.

7.4.2. Bank deposits by facility.

7.4.3. Payroll.

7.4.4. Inspection and audit.

7.4.5. Budget projections.

7.4.6. Monthly and hourly revenue.

7.4.7. Daily operating reports by facility.

7.4.8. Monthly operating and financial report in computerized format, to include the following but not limited to:

7.4.8.1. Peak and average usage per facility for monthly and hourly parkers.

7.4.8.2. Average hourly turnover rates.

7.4.8.3. Total lease parkers.

7.4.8.4. Total revenue by type.

7.4.9. Monthly floor plan information including key card number, name of

customer, facility assigned to, number of vehicle, total amount billed, and lease rate for each vehicle.

7.4.10. Annual fixed assets report.

7.4.11. Annual rate survey of all parking facilities in Central Business District.

7.5. Operating Reports

7.5.1. Detailed reports of business activities should be completed.

7.5.1.1. The format of the reports is based on the discretion of the City.

7.5.2. The reports need to contain the following elements:

7.5.2.1. A monthly report which identifies tickets by hours parked.

7.5.2.2. A monthly report which would include, but is not limited to the following items:

7.5.2.2.1. Total and average parking ticket type by month and year.

7.5.2.2.2. Average hourly turnover rates.

7.5.2.2.3. Total lease parkers.

7.5.2.2.4. Average percent of occupancy by monthly, transient and total.

7.5.2.2.5. Total ticket revenues.

7.5.2.3. A monthly floor plan report that tracks the number of key cards used along with available cards, damaged and/or lost and the following:

7.5.2.3.1. Monthly parkers by account number.

7.5.2.3.2. Name of lot users.

7.5.2.3.3. Number of vehicles.

7.5.2.3.4. Total amount billed.

7.5.2.3.5. Storage rate for each vehicle.

7.5.2.3.6. Customer names, addresses, and telephone numbers.

7.6. New Facilities

7.6.1. If new City parking facilities are constructed and/or acquired during this contract period, the Operator shall negotiate with the City for management of the new facilities at an additional fee not to exceed the per space rate for the existing contract.

7.7. Operator Software

7.7.1. Software purchased and used by the operator shall be compatible with the software used by the City in order to necessitate the electronic exchange of information and records.

7.7.1.1. Currently, the City uses J.D. Edwards Financial Systems software.

7.7.1.2. AMANO Parking Software.

8. GOALS

8.1. The goals of the City in offering an Agreement on the facilities, meter collections, meter maintenance and hooding services include, but are not limited to, the following:

8.1.1. To establish efficient parking operations that serve the monthly customers of major employers, tenants, retail and their customers, residents and provide maximized daily transient opportunities, accommodate special parking programs, event parking and tourist attractions.

8.1.2. To provide a positive and beneficial parking experience to all garage patrons who utilize the facilities.

8.1.2.1. This is to be accomplished by providing functional, first-class, clean, excellent state-of-repair, secure and efficient parking for its customers.

8.1.3. To properly collect facility and meter revenue and maintain meters while maximizing revenue.

8.1.4. Provide a maximized and audible stream of revenue to the City through the remittance of parking revenue.

8.1.5. Respondent should also provide fiscally prudent management of the facilities and meter collections and maintenance by meeting a pre-approved operating expense budget to be proposed by the Respondent.

8.1.6. Respondent shall make recommendations for improvement of the parking systems through changes in methods or technology.

9. MANAGEMENT FEES

9.1. As compensation for performing the required services, the City will pay the Operator a fixed monthly fee which shall be full compensation for the Operator's service.

9.1.1. Alternate fee proposals will be accepted, however, respondents must submit as to the original proposal request.

9.2. The City operates on a cash basis financial system.

9.3. Operator's reports must be on a cash basis.

9.4. Financial and operating records and information will be provided at no additional cost to the owner.

10. GROSS REVENUE FROM PREVIOUS TWO (2) YEARS

10.1. See attached "Accounts' Report and Financial Statements: **ATTACHMENT "D".**

11. FREE OR DISCOUNT PARKING

11.1. The City offers different types of validation programs.

12. PASS THROUGH COSTS

12.1. Insurance

12.1.1. The Operator shall purchase insurance for the benefit and protection of the Operator and the City, of types listed below and such other coverage as the City and Operator may deem advisable at minimum limits shown and from such carriers as may be mutually agreeable, in accordance with the attached insurance schedule.

Type	Minimum Requirement
Statutory Worker's Compensation	Per State Law
Comprehensive General Liability with Bodily Injury Limits	$2,000,000 per occurrence $2,000,000 aggregate
Personal Injury Limits	$1,000,000 per person aggregate $1,000,000 general aggregate
Property Damage Limits	$1,000,000 aggregate
Employee Fidelity Bond	$100,000
Garage Keeper's Insurance	$250,000 per facility

12.1.2. Garage keeper's insurance is comprehensive coverage written on a direct coverage primary basis with an endorsement stating it is understood and agreed that collapse of the building and any damage resulting there from will be a covered peril under the comprehensive coverage.

12.1.3. Coverage shall be subject to not more than a $250 deductible, for each automobile, nor more than a $1,000 deductible per occurrence at minimum limits.

12.1.3.1. Deductibles shall be paid for by the management firm.

12.1.4. The City of Lincoln shall be named additional insured under this policy.

12.1.5. The Operator shall provide copies to the City certificates of insurance of all insurance policies specified herein.

12.1.6. No insurance policy may be canceled or non-renewed within thirty (30) days written notice to the City.

12.1.7. The City retains the right to purchase insurance directly.

12.2. The Operator will submit a budget for the following pass through items:

12.2.1. Insurance as listed in section 12.1 broken out separately.

12.2.2. Tickets.

12.2.3. Uniforms.

12.2.4. Equipment Maintenance.

13. PROPOSED SCHEDULE

13.1.	Advertise RFP's	April 15, 2015
13.2.	Pre-bid	April 29, 2015
13.3.	Questions Deadline	May 20, 2015
13.4.	Receive RFP's	June 17, 2015
13.5.	Oral Interviews	July 08, 2015
13.6.	Negotiations	July 15, 2015
13.7.	Execute Contract	July 22, 2015
13.8.	New Contract Begins	September 01, 2015

13.9. Questions regarding this Request for Proposal, as it relates to the operations or the Parking systems must be made in **WRITING** to:

Mr. Vince M. Mejer
Purchasing Agent
City of Lincoln
440 South 8th Street, Suite 200
Lincoln, NE 68508
Telephone 402-441-8314
vmejer@lincoln.ne.gov

14. PROPOSED EVALUATIONS

14.1. Evaluation Procedures

14.1.1. Proposals will be evaluated by a committee appointed by the Mayor.

14.1.2. The committee will consider completeness of a Respondent's proposal and how well the proposal meets the needs of the City.

14.1.3. In evaluating the proposals, the City will be using a criteria evaluation process.

14.2. Scoring and Evaluation Factors

14.2.1. The evaluation factors reflect a wide range of considerations.

14.2.2. While cost is important, other factors are also significant.

14.2.3. Consequently, the City may select a proposal other than the lowest cost proposal.

14.2.4. The objective is to choose the Respondent capable of providing quality Respondent services that will help the City achieve the goals and objectives of the requested services within a reasonable budget.

14.2.5. All proposals will be evaluated using the same criteria and possible points.

14.3. Operations Plan _____30%

14.3.1. The quality, feasibility and applicability of the Respondent's proposed operating plan, including methods of operation and procedures described in the proposal.

14.3.2. Financial plan for operation of the facilities, meter collections, meter hooding, meter maintenance, enforcement, citation management and Add-On services (i.e. cash control, auditing, reporting, payroll, administration feeds, fixed operating expenses, etc.).

14.3.3. A plan of operations that address the terms and conditions of the prospective Agreement for facilities operations, meter collections, meter maintenance and hooding, enforcement, and citation management; to include but not be limited to the following:

14.3.3.1. A brief description of the Respondent's organizational structure that would support the project. Describe proposed support activities to be provided by the home office and the general reporting and operation relationship between local and home office management. (Limit 1 page)

14.3.3.2. A staffing schedule by position, hours worked per week, rate of pay, weekly payroll, and annual payroll. Please break out staffing by Facility, Meter Collections, Meter Maintenance, Meter Hooding, Enforcement, and Citation Management. (Limit 5 pages) (Identify key management personnel and provide resumes or detailed work history for them.)

14.3.3.3. A brief narrative for quality assurance mechanisms and how bidder intends to guarantee contract compliance and total satisfaction on the part of the City (Limit 3 pages).

14.3.3.4. A narrative of the methods used to Maximize Revenues (Limit 2 pages).

14.3.3.5. A narrative of the methods used to Minimize Expenses for the Facility (Limit 5 pages).

14.3.3.6. Provide a detailed description of the parking Respondent's ability to collect and account for parking and meter revenues.

14.3.3.6.1. This shall include the personnel involved in the collection, accounting, auditing, and deposit of revenues; proposed handling of daily and monthly reconciliation reports; procedures for handling of cash, lost tickets, and non-revenue transactions, cashier shift changes, and other revenue related procedures.

14.3.3.6.2. Address the handling of employee and other types of thefts.

14.3.3.7. Respondent shall demonstrate in its proposal its capability of operating the parking access and revenue control system and knowledge of operation procedures (Limit 4 pages).

14.3.3.8. Provide a detailed description of proposed facility and meter maintenance and replacement schedule, procedures, and corresponding staffing for all parking facilities and equipment for which the Respondent will have maintenance responsibilities (Limit 2 pages).

14.4. Management Fee Offer_____15%

14.4.1. Appropriateness of the annual Manage Fee Offer.

14.5. Industry Experience and Qualifications _____20%

14.5.1. Respondent's background, qualifications, experience, and references.

14.6. Management and Personnel Plan_____25%

14.6.1. The quality and feasibility of the Respondent's management plan for staffing, training and managing the assigned staff, including the quality of the supervisory staff and plan for ensuring a high level of customer service. Savings generated for the City by utilization of one Operator for all three services (Base RFP plus Add-On Services).

14.6.2. Management plan for operation of the facilities, meter collections, meter hooding meter maintenance, enforcement, citation management, and Add-On services maximization of revenue and reduction of operating expenses, payroll benefits, scheduling of personnel, liability insurance, facility security, customer service, amenities, capital improvements, legal changes to form management contract.

14.7. Operating Budget and Financial Ability to Perfom____10%

14.7.1. The reasonableness and feasibility of the proposed operating budget especially as it relates to personnel costs and benefits, as well as an assessment of the Respondent's financial ability to satisfactorily perform the requirements of this contract.

14.7.2. Proposed fee (Base Management Fee).

14.7.3. Describe proposed internal reporting, budgeting, accounting and auditing procedures.

14.7.3.1. Include general and specific procedures, reviewing frequencies, positions involved, internal and external report forms, and data collection and storage procedures.

14.7.4. Describe the controls around the collection of cash for the facilities and meters and how the Respondent will handle cash collection.

14.8. Respondent Presentation, Committee Interview and/or Additional Information/Review after the proposals are evaluated, the committee will determine whether formal presentations and interviews are necessary, and if so, which Respondent's may be invited to make a formal presentation and/or sit for an interview with the committee.

14.8.1. Other factors (such as general experience, experience in Lincoln market, local office presence, reputation in the industry, marketing plan, prior terminations/disputers, ability to meet the requirements of contract and to promote the interests of the City).

14.9. The City may choose to contact officials from other jurisdictions regarding the Respondent, their prior work experience and their ability to successfully complete the scope of services.

14.10. The City may request clarification or additional information from a specific Respondent in order to assist in the City's evaluation of a proposal.

14.11. Finally, the City may require changes in the scope of services as deemed necessary by the City, before execution of the Contract.

14.12. During the evaluation process, City may acquire and utilize, to the extent deemed necessary, information obtained from sources such as the following:

14.12.1. Scale of economies afforded to the City through the Respondent's provision of Add-On services.

14.12.2. The Respondent, including representations and other data contained in the Respondent's proposal or other written statements or commitments such as financial assistance and subcontracting.

14.12.3. Other sources, including parties to other contracts and other locations with whom the Respondent has had a contractual relationship and is conducting or has conducted comparable operations.

14.12.4. Other existing information within City, including financial data and records concerning the Respondent's performance.

14.12.5. Other sources, including banks, other financial companies, and federal, state and county department agencies.

15. SECURITY

15.1. Respondent shall exercise such control as it deems reasonably necessary for the orderly, safe, sanitary and secure use of the facilities, and to prevent or discourage disorderly conduct, breach of the peace, public, or private nuisances, littering, riots, destruction, and damage to public or private property, person injury or annoyances, molestation, illegal acts, and violations of laws, regulations, ordinances, and rule of governing authorities in and about the facilities.

15.1.1. Currently all security is provided by the City through the Lincoln Police Department.

15.2. Respondent may opt to utilize an outside vendor to fulfill the obligations required under this item.

15.3. City retains the right to approve all outside vendors prior to the execution of a service contract by the Respondent with the vendor.

15.4. If an outside vendor is contracted to provide security, the vendor must satisfy all of the City's insurance requirements prior to staring operations within the project.

16. UNIFORMS

16.1. All Respondent staff are to be provided with clean, professional uniforms.

16.2. The Respondent will propose several alternatives for uniforms that clearly establish identities for the various segments of the staff (parking operations, supervisor, meter collections, etc.).

16.3. The City and Respondent together will decide on final uniforms for all staff.

16.4. Appropriate attire is expected to include a coordinated shirt and trousers, and either a coat or vest.

16.4.1. During periods of hot weather, long shorts and a short sleeve collared shirt or polo shirt are acceptable. Items such as tee shirts and sandals are not allowed.

16.5. All personnel are to be in complete uniform at any time during duty hours.

17. TRAINING

17.1. The Respondent will be responsible for complete training of all facility and meter personnel.

17.2. Respondent shall maintain complete training records for each employee, as well as any other records prescribed by law or policy as appropriate.

18. METER COLLECTIONS AND HOODING

18.1. Respondent shall, as part of its Meter Collections records and reporting requirements, do the following:

18.1.1. Maintain a daily collection log indicating blocks collected, meters out of service, and number of bags delivered to the finance department.

18.2. Deliver to the City, by the 15th business day of each month, a Monthly Report in a format approved by the City, which shall summarize financial activity by location for the previous month and contain, at a minimum, the following:

18.2.1. Revenue per space for current month and year-to-date.

18.2.2. Record operations-related expenses (invoices paid), including payroll records.

18.2.3. Meter revenue collections by block by date.

18.2.4. Average meter collections by block by month-to-date and year-to-date.

18.2.5. Meter revenue by meter by month-to-date and year-to-date (if available).

18.2.6. Meter maintenance report to include out-of-service date and back in service date.

18.2.7. Meter hooding report to include dates hooded by meter and revenue collected.

18.3. The City retains the right to:

18.3.1. Establish, modify, add or delete meter collection routes or hours of collection.

18.3.2. Set all hours of meter collections and maintenance operations and approve daily and weekly assignment schedules.

18.3.3. Modify, alter, add, delete or replace any.

18.3.4. City supplied forms and or equipment.

18.3.5. Procedures, instructions, and codes during the contract terms.

18.3.6. Collection areas, beats, level of collection, and placement of collection effort.

18.3.7. To approve or disapprove of any new hire and to test all new hires before issuing collection authority and to withdraw the collection authority of any collection personnel permanently or temporarily when such action is in the best interest of the City.

18.3.8. To request removal from the contract any employee when continued employment is detrimental to the best interest of the City.

18.3.8.1. The City shall provide any such request in writing.

Form #1 – Management Fee and Operating Expenses

Garage Management, Meter Collections, Maintenance and Hooding, Parking Enforcement, and Citation Management

Respondent Name _____

RFP _____

7 Year Pro Forma

YEAR

Expenses	**1**	**2**	**3**	**4**	**4-Year Total**	**5**	**6**	**7**	**7-Year Total**
Payroll									
Payroll Taxes									
Workers Compensation									
Benefits									
Liability Insurance									
Miscellaneous Expenses									
Uniforms									
Tickets									
Equipment Maintenance									
Sub-Total Expenses									
Management Fee									
Total Expense									

Form #2 – Proposal Form

To: The City of Lincoln

From:

_____ Respondent Name

_____ Respondent Address

_____ City, State, Postal Code

_____ Phone & Fax Numbers

_____ Email Address

_____ Federal Tax ID

1. **Response:**

   In Response to the Owner's Request for Proposal, at a minimum, Respondent has completed the following:

   a. Five Year Pro-Forma – **Form 1**
   b. Proposal Form – **Form 2**
   c. Company Information – Complete **Form 3**
   d. Client References – Complete **Form 4**

2. **Exceptions:**

   Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in the Owner's Request for Proposal. If additional space is required, attach a separate sheet to this form and label as "Exceptions – Form #2"

_____

_____

Signed: _____ Dated: _____

Form #3 – Company Information

Company Name: _____

Home Office Address: _____

Business Address: _____

Website Address: _____

Name, Title, Address, Telephone Number, FAX Number and Email Address of the person to be contacted concerning the proposal:

_____

_____

_____

If Applicable, Name of Parent Company:

_____

Home Office Address, Telephone number and Website address of Parent Company:

_____

_____

_____

Describe the parent company's relationship with the Respondent:

If applicable does the person signing the proposal have the authority to sign on behalf of the Respondent?

☐ Yes ☐ No

Names of companies that will share significant and substantive responsibilities with the Respondent in performing the scope of services under the Contract.

Form #4 – Client References

Client Reference #1 – Facility Management

Client Name	
Contact Name	
Title	
Phone Number	
Email Address	
Type of Services Provided	
Services Provided Similar to the Owner's Scope of Services?	

Client Reference #2 – Facility Management

Client Name	
Contact Name	
Title	
Phone Number	
Email Address	
Type of Services Provided	
Services Provided Similar to the Owner's Scope of Services?	

Client Reference #3 – Facility Management

Client Name	
Contact Name	
Title	
Phone Number	
Email Address	
Type of Services Provided	
Services Provided Similar to the Owner's Scope of Services?	

Client Reference #4 – Facility Management

Client Name	
Contact Name	
Title	
Phone Number	
Email Address	
Type of Services Provided	
Services Provided Similar to the Owner's Scope of Services?	

Client Reference #5 – Facility Management

Client Name	
Contact Name	
Title	
Phone Number	
Email Address	
Type of Services Provided	
Services Provided Similar to the Owner's Scope of Services?	

Client Reference #6 – Facility Management

Client Name	
Contact Name	
Title	
Phone Number	
Email Address	
Type of Services Provided	
Services Provided Similar to the Owner's Scope of Services?	

CITY OWNED & OPERATED FACILITIES

1. CENTER PARK GARAGE

1.1. The garage was constructed in 1978 and has a capacity of 1,049 spaces.

1.2. It is located in the core of downtown Lincoln on the southern portion of the block bounded by "O" Street on the north, "N" Street on the south, 11th Street on the west and 12th Street on the east.

1.3. The facility consists of eight tiers of parking with entrances on 11th, 12th, and "N" Streets and an exit onto "N" Street with three exit lanes and attendant booths.

1.4. The northern portion of this block is occupied by Education Square Plaza, a two-level office, education, and retail facility.

1.5. Education Square is connected by skywalks, bridges, and corridors to adjacent retail and office facilities across 11th and 12th Streets.

1.6. Direct access between the garage and retail portions of the block is available through a bank of three elevators located near the center of the block and through second level connecting bridges across the service way of the northeast and northwest corners of the parking facility.

1.7. In addition to the elevators, vertical pedestrian movement is available in the stair towers in all four corners of the garage.

1.8. This structure also contains a daytime infant center operated by The Ducere Learning Center.

1.9. The Center Park Garage provides parking for employees, students, and patrons of downtown Lincoln.

1.10. Parking attendants cashier from 9:00 a.m. to 10:00 p.m. Monday through Friday and 5:00 p.m. to 11:00 p.m., Saturday. Express Parc/credit card operated 24 hours per day, seven days per week.

1.11. Additional hours of operation include times during special events and as conditions dictate.

2. CORNHUSKER SQUARE GARAGE

2.1. The Cornhusker Square garage was constructed in 1984 and has a capacity of 405 cars.

2.2. It is adjacent to a 300 room hotel, a 1,200 seat convention center, and a seven story office building.

2.3. This complex is located in the core of downtown Lincoln on the western portion of the block bounded by "M" Street on the north, "L" Street on the south, 12th Street on the west, and 13th Street on the east.

2.4. The facility consists of four floors of parking with an entrance on "L" Street and an exit on "M" Street.

2.5. The "M" Street exit has two exit lanes.

2.6. Connection to all floors of the parking garage is via a public atrium connecting the garage to the downtown skywalk system via a skywalk across "M" Street.

2.7. The garage provides parking for patrons of the hotel, for business activities of the office complex, patron parking for the convention center, as well as hourly and monthly parking for patrons of commercial and business activities in downtown Lincoln.

2.8. Parking attendants cashier from 9:00 a.m. to 10:00 p.m. Monday through Friday and 5:00 p.m. to 11:00 p.m., Saturday. Express Parc/credit card operated 24 hours per day, seven days per week.

2.9. Additional hours of operation include times during special events and as conditions dictate.

3. UNIVERSITY SQUARE GARAGE

3.1. This 430-space garage was opened in April 1990 and serves office, residential, and entertainment related customers.

3.2. It is located on 14th Street between "O" and "P" Streets in downtown Lincoln.

3.3. There are two entrance locations, on "P" Street and 14th Street, with two exit lanes on "P" Street.

3.4. The street level retail space is leased privately and is not part of the City's operation.

3.5. Parking attendants cashier from 11:00 a.m. to 10:00 p.m. Monday through Thursday, 11:00 a.m. to 3:00 a.m. Saturday, and 11:00 a.m. to 5:00 p.m. Sunday. Express Parc/credit card operated 24 hours per day, seven days per week.

3.6. Additional hours of operation include times during special events and as conditions dictate.

4. QUE PLACE GARAGE

4.1. This facility opened in 1994, with additional spaces added in 1999/2000, and offers 810 spaces.

4.2. The garage is located on the south side of "Q" Street between 11th and 12th Streets.

4.3. The main two-lane entry and three-lane exit operation are on 11th Street, with one exit lane on 12th Street.

4.4. It is connected to a skywalk to the Embassy Suites Hotel located on the block between "P" and "Q" Streets and 10th and 11th Street.

4.5. The garage provides parking for downtown employees, Embassy Suites Hotel and Conference Center, the University of Nebraska, the Lied Center for Performing Arts, and general downtown entertainment customers.

4.6. Parking attendants cashier 24 hours per day, seven days per week.

5. CARRIAGE PARK GARAGE

5.1. The garage was built in 1995 with a capacity of 710 spaces.

5.2. It was constructed to support expansion of the Cornhusker Hotel Conference Center.

5.3. It is located on the north side of "L" Street between 11th and 12th Streets and is connected by skywalk to the Cornhusker Square Garage.

5.4. Customers include downtown employees, students, and visitors and attendees of the Cornhusker Hotel and Conference Center.

5.5. No attendant is available. Primarily Express Parc mode 24 hours per day, seven days per week.

5.6. Except for the monthly customers, much of the business is dependent on the activities in the Cornhusker Hotel & Conference Center.

5.7. Additional hours of operation include times during special events and as conditions dictate.

6. MARKET PLACE GARAGE

6.1. The garage was built in July, 2000 with a capacity of 400 spaces.

6.2. It was constructed to support the parking needs of the Embassy Suites Hotel and Conference Center.

6.3. It is located on the south side of "Q" Street between 9th and 10th Streets.

6.4. It is connected to a skywalk to the Embassy Suites Hotel located on the block between "P" and "Q" Streets and 10th and 11th Streets.

6.5. Customers include hotel visitors, conference and restaurant attendees, downtown employees, and customers.

6.6. Parking attendants cashier from 11 a.m. to 10 p.m. Monday through Friday. Express Parc/credit card operated 24 hours per day, seven days per week.

6.7. Additional hours of operation include times during special events and as conditions dictate.

7. HAYMARKET GARAGE

7.1. The garage was built in September, 2001 with a capacity of 440 cars.

7.2. It was constructed to support the parking needs of the Haymarket Historic District. A skywalk connects a pedestrian walkway into the old Tool House building and adjoining Hilton Garden Inn.

7.3. This garage is located on the east half of the block bounded by 8th Street on the west and 9th Street on the east and between "Q" Street on the south and "R" Street on the north.

7.4. It has 3,000 sq. ft. of retail space currently leased for Parking Operations at the northwest corner of 9th and "Q".

7.5. Two entry lanes and one exit lane are on "Q" Street and one entry and one exit lane on "R" Street.

7.6. Customers include visitor, conference and restaurant attendees, Haymarket employees and residents, students, and hotel guests.

7.7. Parking attendants cashier from 12 p.m. to 10 p.m. on Mondays. 6 a.m. to 10 p.m. Tuesday through Friday, and 6 a.m. to 3 a.m on Saturdays. Express Parc/credit card operated 24 hours per day, seven days per week.

7.8. Additional hours of operation include times during special events and as conditions dictate.

7.9. It is in close proximity to the new Pinnacle Bank Arena and Entertainment District.

8. LARSON BUILDING & GARAGE

8.1. This 10-story catalyst building opened in July, 2012 with a capacity of 647 parking spaces beginning on the second level and continuing through level 7 for a total of six structured floors above grade.

8.2. This multi-use facility also includes 17,000 sq. ft. of first-floor retail, 52 units in the Parkhaus residential complex on the top three floors, and a green roof.

8.3. It is located on the north half of the block bounded by 13th, 14th, "Q" and "P" Streets.

8.4. The entrance to the garage is on the south side of "Q" Street, more towards 13th Street and the two-lane exit is on 14th Street.

8.5. It is named after Mr. Roger Larson, who was highly involved in Lincoln community projects and improvements for future generations

8.6. The Larson Building provides parking for downtown employees, students, Parkhaus residents, and patrons of downtown Lincoln.

8.7. Parking attendants cashier from 11:00 a.m. to 7:30 p.m. Monday through Friday. Express Parc/credit card operated 24 hours per day, seven days per week.

8.8. Additional hours of operation include times during special events and as conditions dictate.

9. LUMBERWORKS GARAGE

9.1. Previously a paved lot, this garage opened in January, 2014 with 530 spaces.

9.2. Lumberworks is located on the west half of the block bounded by Canopy Street on the west and 8th Street on the east and between "O" Street on the north and "N" Street on the south.

9.3. It was constructed for additional parking in the growing Haymarket area and provides parking for, Haymarket employees, residents, and restaurant and Pinnacle Bank Arena attendees.

9.4. This garage has room for a future liner building to the west and south.

9.5. A green wall grows on the south side of Lumberworks.

9.6. No attendant is available. Primarily Express Parc mode 24 hours per day, seven days per week.

9.7. Additional hours of operation include times during special events and as conditions dictate.

10. RED 1 GARAGE

10.1. This garage, operated by the City and owned by the Joint Public Agency, opened in August, 2013.

10.2. It is located on the west half of the block bounded by Pinnacle Arena Drive on the west, Canopy Street on the east and between "Q" Street on the south and "R" Street on the north.

10.3. There is an entry and exit lane on "R" Street and an entry and exit lane on "Q' Street.

10.4. The garage holds 950 cars.

10.5. It is across the street from the new Pinnacle Bank Arena and Entertainment District.

10.6. Red 1 caters to Pinnacle Bank Arena and entertainment related attendees, Haymarket employees, residents, Amtrak patrons, hotel guests and restaurant customers.

10.7. Parking attendants cashier from 10:00 a.m. to 10:00 p.m. Monday through Thursday, 10:00 a.m. to 3:00 a.m. Friday and Saturday, and 12:00 p.m. to 6:00 p.m. Sunday. Express Parc/credit card operated 24 hours per day, seven days per week.

10.8. Additional hours of operation include times during special events and as conditions dictate.

11. GREEN 2 GARAGE

11.1. This garage, operated by the City and owned by the Joint Public Agency, opened October, 2014.

11.2. Green 2 is located one block south of the Red 1 garage on the west half of the block, bounded by Pinnacle Arena Drive on the west, Canopy Street on the east, and between "Q" Street on the north and "P" Street on the south.

11.3. The garage has 700 spaces.

11.4. There are four parking spaces designated for Electronic Vehicle charging. Installed next to the "P" street entrance are two public EV charging stations. There is a $2 flat rate for a charge and drivers are requested to limit their use to four hours.

1.1. There is an entry and exit on Pinnacle Arena Drive with one reversible lane and an entry and exit on "P" Street.

1.2. Besides monthly customers, much of the business is dependent on events at the Pinnacle Bank Arena, due to its close proximity.

1.3. It provides parking for entertainment related attendees, Haymarket visitors, employees, residents, hotel guests and restaurant customers.

11.5. No attendant is available. Primarily Express Parc mode 24 hours per day, seven days per week.

1.4. Additional hours of operation include times during special events and as conditions dictate.

2. BLUE 3 GARAGE

2.1. This garage, operated by the City and owned by the Joint Public Agency, opened in July, 2014.

2.2. Blue 3 is in close proximity to the new Pinnacle Bank Arena and Entertainment District.

2.3. It is located one block south of the Green 2 garage on the west half of the block bounded by Pinnacle Arena Drive and Canopy Street, between "Q" Street on the north and "P" Street on the south.

2.4. This garage has a capacity of 950 cars.

2.5. It provides parking for entertainment related attendees, Haymarket employees, residents, hotel guests and restaurant customers.

2.6. The garage has an entry and exit on "P" street and an entry and exit on Pinnacle Arena Drive with one reversible lane.

11.6. No attendant is available. Primarily Express Parc mode 24 hours per day, seven days per week.

2.7. Additional hours of operation include times during special events and as conditions dictate.

3. WEST DEPOT LOT

3.1. This temporary lot is located between Canopy Street and Pinnacle Arena Drive with an entrance on Canopy Street.

3.2. The entry and exit lanes are located on Canopy Street under the "O" Street Bridge.

3.3. There are currently 199 spaces.

3.4. West Depot provides parking for Haymarket employees, residents and visitors.

3.5. No attendant is available, except during special events and as conditions dictate. Primarily Express Parc mode 24 hours per day, seven days per week.

3.6. It is in close proximity to the new Pinnacle Bank Arena and Entertainment District.

4. **HOLDREGE BIG X LOT**

4.1. This unpaved lot opened in August, 2011 and has 125 spaces.
4.2. It is located near the "Big X" bridged intersection of N. Antelope Valley Parkway and Salt Creek Roadway, west of a cul-de-sac at the north end of 17th Street, and north of Holdrege Street.
4.3. Monthly parking is distinguished by hang tags. No daily parking.
4.4. Customers include UNL faculty, students and event attendees.
4.5. No attendant is on duty except during special events.
4.6. This lot requires only periodic visits and maintenance.

5. **DEPOT SOUTH LOT**

5.1. This lot is located south of the Lincoln Station on 7th Street between "O" and "R" Streets.
5.2. It provides metered and monthly parking and has a total of 93 spaces.
5.3. The lot provides parking for employees, residents, and visitors to the Haymarket area.
5.4. Depot South is currently monthly parking and meter parking from 8:00 a.m. to 6: p.m. Monday through Saturday.
5.5. This lot is in close proximity to the new Pinnacle Bank Arena and Entertainment District.
5.6. Monthly parking is distinguished by hang tags.
5.7. This lot requires only periodic visits and maintenance.
5.8. Additional hours of operation include times during special events.

6. **19TH & "Q" LOT**

6.1. This gravel lot holds 60 spaces on the southeast corner of 19th and "Q" Streets and stretches across the alley to the south.
6.2. There is an entrance on "Q" Street and also on "P" Street.
6.3. Monthly parking is distinguished by hang tags. No daily parking.
6.4. Customers include UNL faculty, students and downtown employees.
6.5. No attendant required. This lot requires only periodic visits and maintenance.

CITY OWNED OUTLYING LOTS

7. 27TH & RANDOLPH LOTS

7.1. There are four separate lots in the vicinity of 27th & Randolph Streets.

- 7.1.1. The lot at 2701 "F" Street has 33 spaces.
- 7.1.2. The lot at 2650 Randolph has 16 spaces.
- 7.1.3. The lot at 801 South 27th Street has 8 spaces.
- 7.1.4. The lot at 820 South 27th Street has 7 spaces.

8. HAVELOCK LOT

8.1. This lot is located in the Havelock neighborhood district between 62nd Street and Platte Avenue.

8.2. It has approximately 103 spaces.

8.3. This lot is utilized for events such as the Havelock Farmer's Market, car shows, and overflow parking for the local businesses.

9. UNIVERSITY PLACE LOTS

9.1. There are three separate lots in the University Place community district from 47th to 48th Streets and Madison to Baldwin Streets.

- 9.1.1. The lot at 48th and Madison Streets has 60 spaces.
- 9.1.2. The lot at 47th and St. Paul Streets is made up of three parcels addressed 4703 St. Paul, 4711 St. Paul, and 4719 St. Paul. Altogether, these lots have approximately 47 spaces. City recycling bins are placed in some of these spaces.
- 9.1.3. The lot at 48th and Baldwin Streets has 28 spaces.

CITY OWNED/OPERATED EVENT VENUES

12. SUNVALLEY/CHARLESTON LOT

12.1. This lot, known as the City's snow dump in the winter months, is utilized only during home football weekends for RV and car parking.

12.2. The lot holds up to 1,200 car-sized spaces.

13. NORTH BOTTOM LOT

13.1. This dirt lot is only utilized for RV's and cars to park for home football game days.

13.2. It holds approximately 303 car-sized spaces.

13.3. The only entry and exit driveway is located on Charleston Street.

13.4. It is connected to a smaller lot called the 12th & "Y" lot, also only used for football parking.

14. COUNTY/CITY GARAGE

14.1. The garage, owned by the City and operated by the Property Management department for daily use, holds up to 386 cars.

14.2. It is operated by the Parking Services Division only for home football game days.

14.3. It is located north of the County/City building between 9th and 10th Streets, and between "K" and "L" Streets.

14.4. The lot is connected to the County/City building through an underground tunnel that runs under "K" Street.

14.5. There is an entrance on "K" Street and an exit on 10th Street for the top portion of the garage. To park in the bottom portion, there is an entry and exit lane on "L" Street.

10. COUNTY/CITY SOUTH LOT

10.1. This lot is located on the south side of the Lancaster County Jail between 9th and 10th Streets, and between "G" and "H" Streets.

10.2. It is owned by the City and operated by the Property Management department for daily use by County/City employees only.

10.3. It is operated by the Parking Services Division only for home football game days.

10.4. The lot holds up to 286 cars.

10.5. There is an entrance on 9th Street and one on 10th Street.

11. COUNTY/CITY WEST LOT

11.1. This lot, which is owned by the City and operated by the Property Management department for daily use, holds up to 111 cars.

11.2. It is operated by the Parking Services Division only for home football game days.

11.3. It is located on the west side of the County/City building between 8th and 9th Streets, and between "G" and "H" Streets.

11.4. There is an entry and exit on 9th Street and an entry and exit on 10th Street.

11.5. Its primary use is for County/City employees.

LEASED EVENT VENUES

15. STATE GARAGE (NORTH)

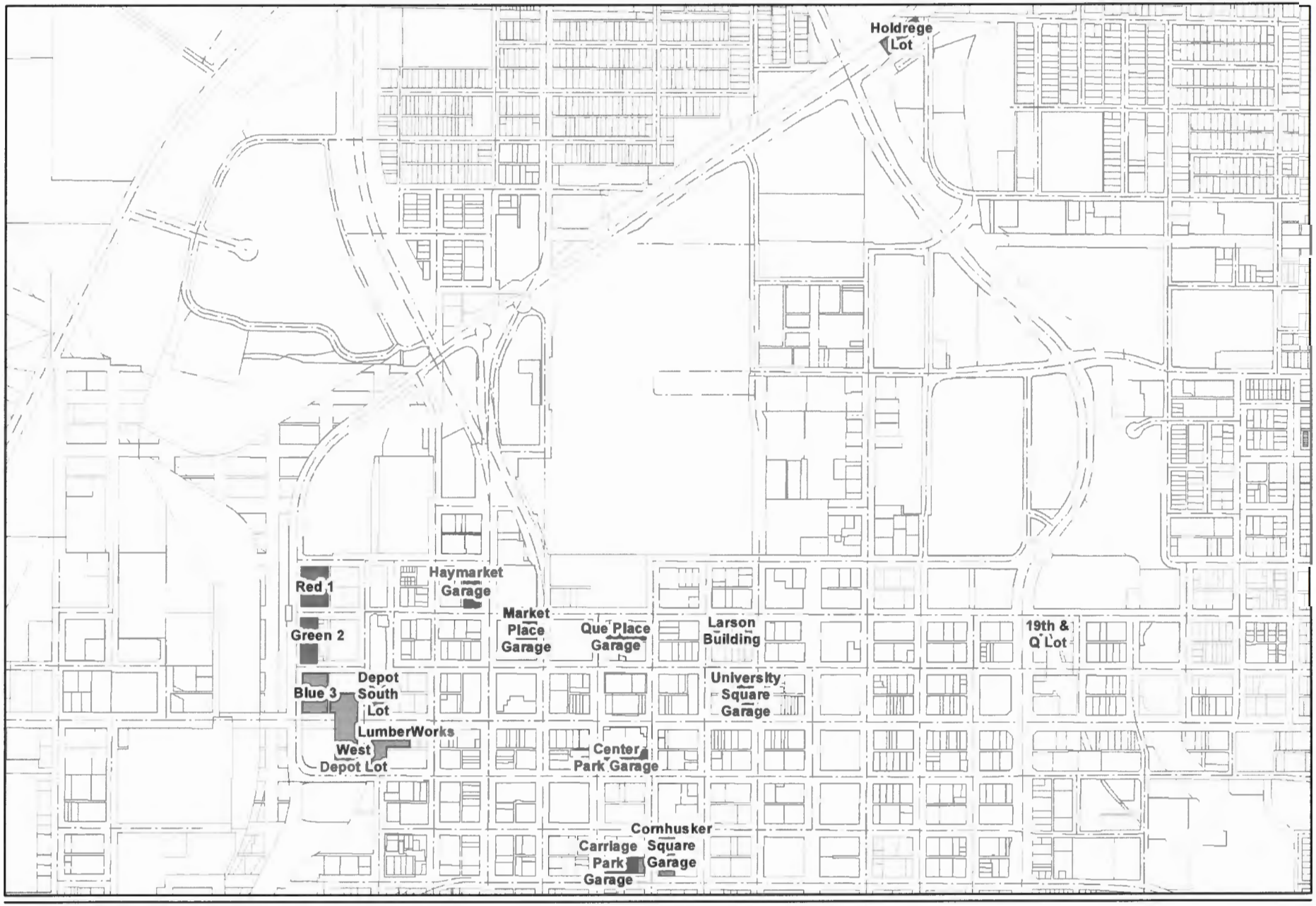
15.1. This garage is located on the southwest corner of 16th and "M" Streets.
15.2. It is owned by the State of Nebraska and used for State employees only during business hours.
15.3. Event parking is operated by the Parking Services Division only for Pershing Center events and home football game days.
15.4. The garage has 745 spaces.
15.5. Its entrance and exit lanes are located on "M" Street.

16. STATE GARAGE (SOUTH)

16.1. This garage is located on the southeast corner of 14th and "L" Streets.
16.2. It is owned by the State of Nebraska and used for State employees only during business hours.
16.3. Event parking is operated by the Parking Services Division only for Pershing Center events and home football game days.
16.4. The garage has 620 spaces.
16.5. Its entrance and exit lanes are located on "L" Streets.

17. FEDERAL GARAGE

17.1. This 275-space garage is owned by the Federal Government and used only by employees of the Denney Federal Building during business hours.
17.2. It has an entrance/exit on "O" Street, an entrance/exit on 16th Street, and an entrance/exit on "N" Street.
17.3. Event parking is operated by the Parking Services Division only for home football game days.

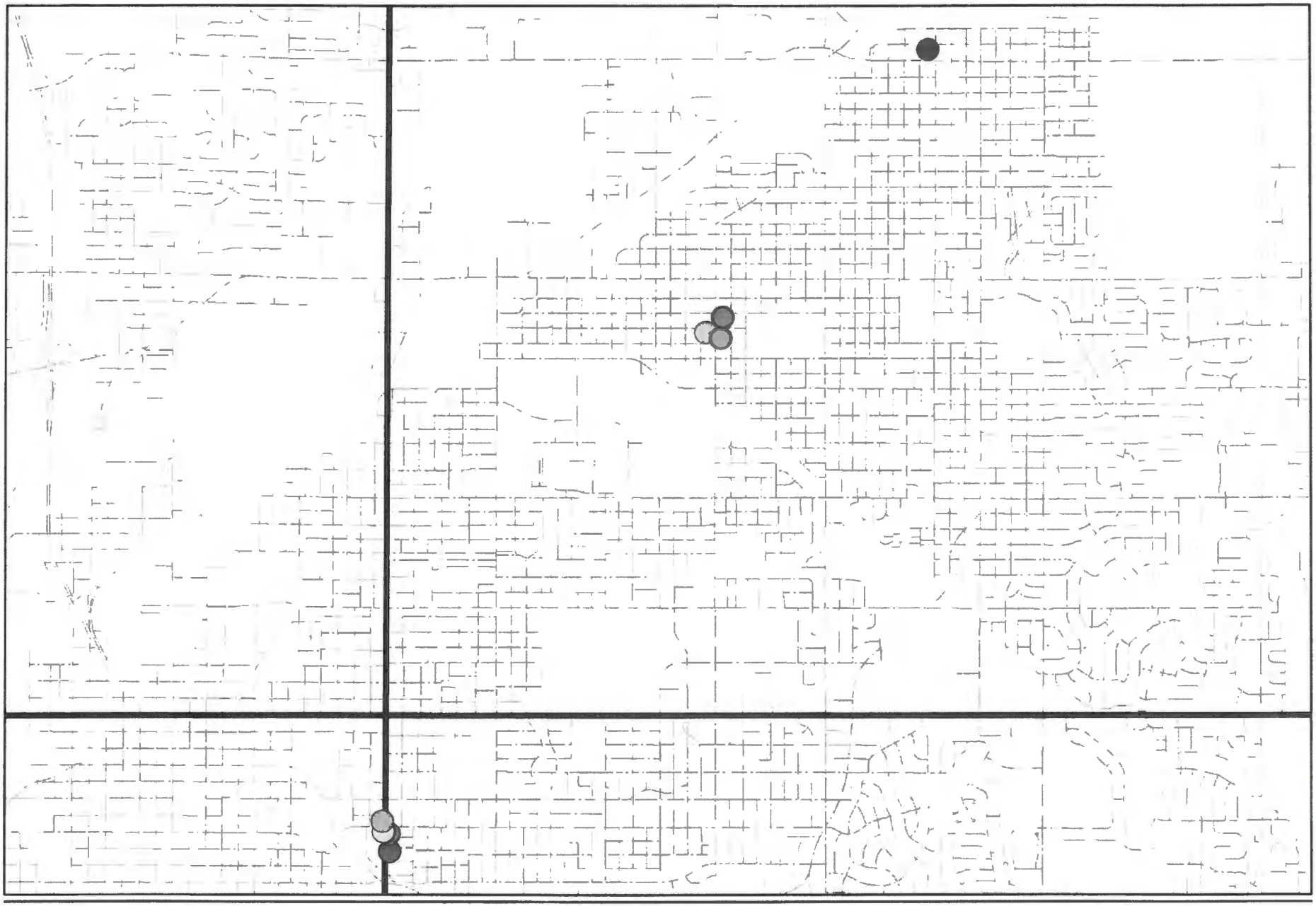


Attachment A – Downtown Parking Facilities

Downtown Surface Lots

Downtown Garages

Urban Development Department - 2015



Attachment A – Outlying Parking Lots

- 27th & F Lot
- 27th & Randolph - East Side
- 27th & Randolph - NW Corner
- 27th & Randolph - SW Corner
- 47th & St Paul Lot
- 4818 Baldwin
- 4829 Madison
- Havelock
- 27th St & O St

Urban Development Department - 2015

ATTACHMENT "B"

Parking Rates

1. Parking rates for the aforementioned facilities are determined by the City of Lincoln.

2. The current rates are listed below:

Category	As of 1/1/2015
Garages	
First Hour	Free
Additional Hours	$1.00
Maximum Daily Fee	$9.00
Regular Monthly	$50.00 - $80.00
Reserved Monthly	$85.00
Secured Monthly	$95.00
West Depot Surface Lot	
First Hour	Free
Additional Hours	$1.00
Maximum Daily Fee	$9.00
Regular Monthly	$45
On-Street	
Meters	$1.00/hour

3. These rates can be changed at the discretion of the City.

4. Monthly parking is leased on a 30 day basis.

5. All garages participate in the i-Park program; validation programs supported by downtown merchants for use in the City of Lincoln parking facilities must be operated as directed by the City of Lincoln Parking Services division.

ON-STREET ENFORCEMENT

1. COST REQUIREMENT

1.1. The budget for the proposal must be broken down as follows:

1.2. A schedule showing the monthly cost of providing parking enforcement services, including the following line items:

1.2.1. Enforcement officer, supervisor, payroll taxes and benefits, supplies, insurance, uniforms, miscellaneous costs, enforcement hardware/software, and overhead/management fees.

1.3. Costs should be shown for the term of the contract as well as for any optional years.

2. GENERAL PROVISIONS

2.1. Patrol Areas –

2.1.1. The contractor shall be responsible for patrolling all streets in downtown Lincoln while on duty.

2.1.2. The downtown area is generally defined as: Salt Creek Roadway to "H" Street and Pinnacle Arena Drive to 21st Street.

2.1.3. Patrol areas may be modified by the City with written notice.

3. HOURS AND BILLINGS

3.1. Enforcement Hours Time/Day – The Respondent will perform enforcement duties Monday through Saturday 8:00 a.m. to 6:00 p.m. or as may be modified by the City with written notice.

3.1.1. The Respondent shall provide a minimum of 168 hours per week of enforcement patrol.

Number of Enforcement Officers	Days	Time
1	Monday-Friday	8:00am-4:00pm
1	Monday-Friday	9:00am-6:00pm
1	Monday-Friday	7:00am-3:00pm
1	Evening Shift	8 hours
1	Saturday	8:00am-4:00pm

3.2. Non-Enforcement Hours Time/Day – An additional 1.0 hours per day, Monday through Friday, is designated for use by the Enforcement Officer for customer service, court time, researching vehicle registration information and other non-enforcement activity.

3.2.1. These hours shall be known as non-enforcement hours.

3.3. Overtime – The use of any overtime rate is to be determined based on the Respondent's necessity to pay its enforcement officers overtime.

3.3.1. Any additional hours above 40 hours per week requires the City's pre-approval.

3.4. Inclement Weather – The Respondent will review and seek approval from the City for any modifications to enforcement duties due to weather conditions.

3.4.1. Modifications may include but not be limited to not using hourly employees during this period.

3.5. Holidays

3.5.1. Holidays with no enforcement – According to City Ordinance, on the following holidays no parking enforcement activity will take place: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

3.5.2. The Respondent shall contact the City of verify level of enforcement that t will occur on these days.

4. METHODOLOGY

4.1. The City strongly believes in customer service, and expects the enforcement personnel to treat the public in a polite, helpful, and professional manner.

4.2. Enforcement action is to be carried out in a uniform and fair manner.

4.2.1. The Respondent shall not directly or indirectly give any preferential treatment to any person or entity in the performance of enforcement duties.

5. ENFORCEMENT SPECIFIC DUTIES

5.1. Patrol

5.1.1. Respondent's enforcement activities will be limited to city property and public streets.

5.1.2. At a minimum, all two-hour zones shall be patrolled approximately once every two hours and fifteen minutes

5.1.2.1. Other patrol requirements to be established by the City.

6. ISSUANCE OF INFRACTION NOTICES

6.1. The Respondent shall issue Notices of Infraction for Violations of parking ordinances when and where appropriate.

6.1.1. The Respondent shall only use standard Infraction Notices that have been approved by the City.

6.1.2. Each Infraction Notice shall have a unique identification number.

6.1.2.1. No duplicate numbered Infraction Notices shall be issued.

6.1.3. All Infraction Notices shall include complete and accurate information as approved by the City.

6.1.4. All Infraction Notices submitted to the City shall include complete and accurate vehicle City registration information.

6.1.4.1. The City will not provide the Respondent with vehicle registration information.

6.1.5. The backside of all Infraction Notices submitted to the City shall be complete in full and include a signed and dated description of the infraction.

6.1.5.1. The description shall include the time the infraction occurred.

6.1.6. The Respondent shall be responsible for submitting all Infraction Notices to the City with complete and accurate information within 48 business hours of issuance.

6.1.7. All Infraction Notices issued by the Respondent shall be legible.

6.1.8. All Infraction Notices shall be issued with a ticket envelope.

7. HAND-HELD COMPUTER

7.1. The Respondent shall use a portable, hand-held computer as approved or provided by the City to determine overtime parking violations and eliminate the need for tire marking.

7.2. The computer shall record the date, time, location, and license number of the parked vehicle.

7.3. This data shall be easily retrieved by the Enforcement Officer during the course of his/her rounds.

8. TYPES OF VIOLATIONS

8.1. The Respondent shall enforce all parking related ordinances in Chapter 10.32 and 10.34 of the City Ordinances. At a minimum, this shall include:

8.1.1. All legally designated handicapped parking areas.

8.1.2. All "time restricted" on-street parking.

8.1.3. All "no parking anytime" areas.

8.1.4. All 'Loading Zone" restrictions.

8.1.5. Parking vilations involving trucks and commercial vehicles.

8.1.6. Vehicles parked on sidewalks.

8.1.7. Parking issues generated from construction zones.

8.1.8. Areas signed "no stopping or standing."

8.1.9. Vehicles parked too close to fire hydrants, driveways, stop signs, intersections.

8.1.10. Vehicles parked facing the wrong way.

9. OVERTIME PARKING WARNING TICKET DATABASE

9.1. The first time an individual vehicle is in violation of overtime parking or parking on the same street more than once per day, the vehicle shall receive a warning ticket along with literature explaining overtime parking rules.

9.2. The Respondent shall provide the means for instant recall of the history of warning ticket issuance including dates, times, license numbers, and locations.

9.3. This information is to be readily available to answer customer inquiries, and to determine if an overtime vehicle has already received a warning or not prior to issuing a monetary penalty.

9.4. This history of overtime parking warnings shall be compiled on an uninterrupted and continuing basis.

10. IMPOUNDING OR BOOTING

10.1. Respondent will determine whether any parked vehicle needs to be impounded or booted in accordance with criteria provided in compliance with the City's impounding or booting policies.

10.2. When the Respondent determines that a particular parked vehicle meets these criteria, the Respondent shall call the City authorized towing company.

10.3. Prior to initiating the impounding or booting process, the Respondent will inform the City that an impound or boot is being considered.

10.4. The City will make the final decision.

10.5. The Respondent will keep a log of events leading up to the decision including why the impound or boot was initiated and, if applicable, which company performs the impound.

11. REPORTING OF MISSING OR DAMAGED SIGNAGE

11.1. Missing or damaged signs observed in the field by Enforcement Officers are to be called in immediately to the City.

11.2. The type of sign and its exact location will be included in any communication with the City.

12. COURT APPEARANCE

12.1. The Respondent will be responsible for its employees appearing in court, on time, and prepared to testify on parking related cases in a professional manner.

12.2. Respondent shall refer questions concerning Court appearances to the City.

13. COMPLAINTS

13.1. The line of contact for complaints received from Citizens shall be as follows:

13.1.1. Respondent,

13.1.2. City; or City's designee.

13.2. The Respondent shall promptly and courteously respond to all complaints and shall thoroughly investigate them.

13.3. If the City receives a complaint concerning the Respondent, it will notify the Respondent within 48 hours of receiving such complaint.

13.4. The City, or City's designee, will be the point of contact for complaints and follow-up.

13.5. All complaint reports are to be documented and provided to the City for review upon completion.

13.6. The Respondent shall have a specific telephone number solely for the purpose of handling questions and complaints regarding the City's Parking Program.

14. PRE-ENFORCEMENT INTRODUCTIONS

14.1. At the beginning of the contract, the Respondent shall personally introduce themselves and explain the City's Parking Program to the business and property along the patrol routes for a period of time specified by the City's Parking Manager, but not to exceed three weeks' times.

14.2. On an on-going basis, the Respondent's Enforcement Officer(s) shall introduce themselves and the City's Parking Program to new businesses and property that establish along patrol routes.

15. VEHICLES

15.1. The following shall apply to the use of vehicles:

15.1.1. All vehicles used by enforcement personnel shall be clearly identifiable as performing parking enforcement.

15.1.2. The vehicle markings must be approved by the City prior to placement on enforcement vehicles.

15.2. Vehicles shall be operated at all times in compliance with all state and local motor vehicle and emissions laws.

15.3. The rear of all patrol vehicles shall have a sign warning of frequent vehicle stops.

15.4. All vehicles used by enforcement personnel shall have blinking flasher lights installed on the vehicle's roof.

15.4.1. These lights shall be used when patrolling to warn other vehicles about the slower moving enforcement vehicle.

15.5. Any vehicle used for parking enforcement purposes must be approved by the City.

15.6. Foot enforcement and/or bike enforcement personnel may be used as a supplement to, but not in lieu of, a motorized enforcement vehicle.

15.6.1. This may include periods of dry weather or motorized vehicle maintenance up to two weeks in duration, as long as adequate coverage is maintained and all state and local pedestrian and bicycle laws are adhered to.

16. ROUTES

16.1. The City requires that the enforcement personnel follow pre-approved patrol routes.

16.1.1. The Respondent will be responsible for proposing patrol routes and schedules.

16.1.2. The City needs assurance that coverage is adequate, fair, regular and consistent.

16.2. The Respondent will alternate the Enforcement Officers' patrol routes on a regular basis to eliminate predictability.

16.3. Enforcement officers must be rotated on a regular basis between route/beat assignments.

17. PERSONNEL

17.1. The Respondent will be responsible for all aspects of recruitment and selection of parking enforcement personnel.

17.1.1. The Respondent shall employ only persons competent and skilled in the performance of the work assigned to them and shall provide skilled and responsible supervision for such persons.

17.1.2. The Respondent's employees shall not carry a firearm or any type of weapon while on duty.

17.1.3. The Respondent's personnel shall be polite and courteous to all citizens. Confrontations are to be avoided if at all possible.

17.1.4. Respondent's personnel shall be required to speak and write easily-understandable English Language as the primary language.

17.1.5. Respondent's employees are not to imply they are Police Officers.

17.1.6. The Respondent shall not use discriminatory hiring practices in regard to ethnic origin, race, religion, sex, and physical or mental disability.

17.1.6.1. Respondent will adhere to all local, state, and federal hiring guidelines.

17.2. Respondent will be responsible for assuring employee compliance with all laws and regulations, respond to inspections/audits by regulatory agencies, and pay any fines or assessments levied by regulatory agencies.

17.2.1. The Respondent will be responsible for all supervision, disciplinary and termination actions.

18. UNIFORMS

18.1. All enforcement personnel are to be provided with professional appearing uniforms.

18.1.1. They are to be designated with logos on shirt and jacket sleeves, and on hats with an emblem designating them as official parking enforcement personnel.

18.1.2. The color and design of uniforms must be approved by City.

18.1.3. The uniforms shall not resemble a Police Department uniform.

18.2. Appropriate attire includes coordinated shirt, coat and trousers.

18.2.1. During periods of hot weather, long shorts and a short sleeve collared shirt are acceptable.

18.2.2. Items such as tee shirts are not allowed.

18.3. All personnel are to be in complete uniform at any time during duty hours including time in court.

18.4. All enforcement personnel must carry a city approved photo identification and a copy of their Limited Commission while on duty.

19. TRAINING

19.1. The Respondent will be responsible for complete training of parking enforcement personnel.

19.1.1. Respondent shall maintain complete training records for each employee, as well as any other records prescribed by law or policy as appropriate.

19.2. The City will provide all material related to enforcement regulations to the Respondent.

19.2.1. All other training material is to be provided by the Respondent.

19.3. Training will include, but not be limited to:

19.3.1. Customer Service and expectations.

19.3.2. Conflict management.

19.3.3. Job procedures and emergency protocol.

19.3.4. Job Safety as required by OSHA/DOSH.

20. TRAINING IN THE FOLLOWING AREAS IS A MUST

20.1. Civil rights law and procedures.

20.2. Municipal law and ordinances relating to parking enforcement.

20.3. Giving testimony and courtroom procedures.

20.4. Conflict management.

20.5. Customer Service.

21. REPORTS AND RECORDS

21.1. Record Keeping

21.1.1. Respondent is responsible for all employment related record keeping, and will provide, upon request by the City, personnel and training information for each employee.

21.1.2. Each Enforcement Officer shall maintain a daily logbook of conversations, complaints and unusual circumstances that occur while performing work duties.

21.1.2.1. The logbook shall be brought current at the end of each shift.

21.1.2.2. In addition, each Enforcement Officer shall include in the daily activity log the following:

- Number of citations by type of violation.
- Number of warnings.
- Number of impounds/bootings.
- Number of parking-related service requests from citizens.
- Hours on duty.
- All of the above reports by day, date, hour, and location.
- Location and hour of disabled parking enforcement.

21.1.3. Each Enforcement Officer shall document in writing the events and circumstances:
- Leading to the impound/booting of a vehicle.
- Dealing with a difficult customer service situation

21.1.4. Individual Respondent employees shall have personnel file containing the following information, with copy of file to be furnished to the City's Parking Manager upon request:
- Completed application form.
- Completed background investigation and testing process.
- Training including date received.
- Complaints received against employee including disposition.

21.1.5. The Respondent shall keep all records as listed above for at least three (3) years following the expiration or termination of the Agreement, or deliver the records to the City.

21.1.5.1. Respondent shall keep all records in its regular business office and shall keep the records in an orderly manner as may be instructed by the City to assure easy access and reference to the records.

21.1.5.2. The Respondent shall make all records available for inspection and copying by the City during business hours.

21.2. The following reports shall be prepared, transmitted, and maintained at a minimum.

21.2.1. The City may make additions or deletions to the list of reports it requests at their discretion.

21.2.2. Monthly summary of activities showing total work hours, patrol and non-patrol; customer service hours; and records of court time.

21.2.3. This summary will also include a cumulative total of unused non-enforcement hours.

21.3. Monthly summary of ticket activity including the number of tickets by infraction type, by street/area, and a listing of voided tickets with an explanation.

21.3.1. The Respondent shall only void tickets after approval from the City's Parking Manager.

21.4. Written reports on all complaint phone calls, or on-street complaints to officer on duty. Reports shall include names of parties involved, phone numbers, addresses (if known), the nature of complaint and action taken.

21.5. Monthly reports containing the above data are to be furnished to the City no later than the 20th of the following month.

22. SPECIAL PROVISIONS – CITY RIGHTS

22.1. The City retains the right to make changes to parking zone restrictions.

22.2. Further, the City retains the right to:

22.2.1. Establish, modify, add or delete enforcement areas, routes or ours of enforcement.

22.2.1.1. Any changes which result in fewer hours of enforcement will be credited to the City.

22.2.1.2. Any enforcement area additions that result in additional hours beyond those that are required in this contract will be addressed at the City's discretion as follows:

22.2.2. Reorganization of enforcement routes so all areas are included at a lower enforcement frequency.

22.2.3. An increase in enforcement hours to maintain the enforcement frequency outlines in Section 4.

22.2.3.1. All additional hours shall be billed as per Section 3.3.

22.2.4. A combination of a & b as determined by the City.

22.3. Set all hours of enforcement operations and approve daily and weekly assignment schedules.

22.4. Modify, alter, add, delete or replace any

22.4.1. City supplied forms and or equipment.

22.4.2. Procedures, instructions, and codes during the contract terms.

22.4.3. Enforcement areas, beats, level of enforcement, placement of enforcement effort and type of enforcement.

22.5. To approve or disapprove of any new hire and to test all new hires before issuing enforcement authority and to withdraw the enforcement authority of any enforcement personnel permanently or temporarily when such action is in the best interest of the City.

22.6. To request removal from the contract any employee when continued employment is detrimental to the best interest of the City.

22.6.1. The City shall provide any such request in writing.

23. COORDINATION MEETINGS

23.1. The Respondent shall attend coordination meetings as necessary with the City Parking Manager.