

**AMENDMENT TO CONTRACT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR PARKING DIVISION PAY BY PHONE APP SERVICES
RFP BID NO. 14-004
FIRST RENEWAL**

This Amendment is hereby entered into by and between PassportParking, LLC, 1415 S. Church St., Suite F, Charlotte, NC 28203 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract dated March 10, 2014, under D. O. No. 10796, (the "Contract"), for the **Annual Requirements for Parking Division Pay by Phone App Services, RFP Bid No. 14-004** which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is March 17, 2014 through March 16, 2015, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning March 17, 2015 through March 16, 2016; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$5,000.00 without prior approval by the City of Lincoln.

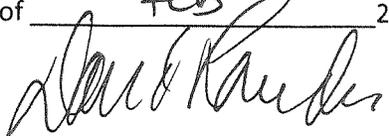
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Contract shall be from March 17, 2015 through March 16, 2016.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$5,000.00 without prior approval by the City of Lincoln.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

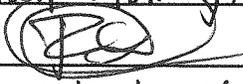
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>9th</u> day
of <u>Feb</u> 2015

Urban Development Director

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	Passport Parking, Inc.
By: (Please Sign)	
By: (Please Print)	Robert Youakim
Title: (Please Print)	Managing Partner
Company Address: (Please Print)	1300 S. Mint Street, Suite 200 Charlotte, NC 28203
Company Phone & Fax: (Please Print))	704-837-8600 (P) 888-804-1783 (F)
E-Mail Address: (Please Print)	bob @ gopassport.com
Date: (Please Print)	2/3/2015
Contact Person For: "Orders or Service" (Please Print)	Brandon Rivard
Phone Number:	704-909-7232

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
PARKING DIVISION PAY BY PHONE APP SERVICES
RFP BID NO. 14-004**

**PassportParking, LLC
1415 S. Curch St., Suite F
Charlotte, NC 28203**

CITY OF LINCOLN
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 26 day of February 2014, by and between Passport Parking, LLC, 1415 S. Church St., Suite F, Charlotte, NC 28230, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "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:

For providing Parking Division Pay by Phone App Services, RFP Bid No. 14-004 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 Responses, 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 has 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; (c) 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 full proposal. The City reserves the right to custom programming at a later date. The OPS Management fees are waived for duration of contract. Additionally, replacement stickers will be provided during initial run of stickers.

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/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract. The total cost of products or services for City departments shall not exceed \$5,000.00 during the contract term without approval.

3. **Equal Employment Opportunity.** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment 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. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) 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.

6. 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.

7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a **March 17, 2014 through March 16, 2015** with the option to renew for three (3) additional one (1) year terms.

8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Specifications
 4. Addendum numbers 1, 2, 3
 5. Attachment A
 6. Insurance Requirements
 7. Instructions to Bidders
 8. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

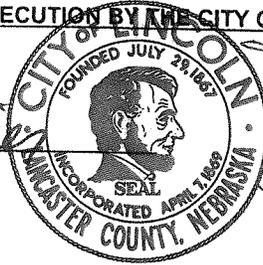
The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



[Signature]
CITY OF LINCOLN, NEBRASKA

Urban Development Director

Approved by Directorial Order 10796

dated March 10, 2014

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Charles Youkin (SEAL)
Secretary

[Signature]
Managing Partner

Prospect Pharmacy, Inc
Name of Corporation

1415 S. Church
(Address)

By: [Signature]
Duly Authorized Official

Managing Partner
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/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	850 Q Street Lincoln, NE 68508
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact	Parking Services Division
Phone	(402) 441-7428	Department	Purchasing	Department	Building
Fax	(402) 441-6513	Building	Suite 200	Floor/Room	Telephone 402 (441) 6476
Bid Number	14-004 Addendum 3	Floor/Room		Fax	
Title	RFP - Parking Division Pay by Phone App Servcies	Telephone	(402) 441-7428	Email	parking@lincoln.ne.gov
Bid Type	RFP	Fax	(402) 441-6513		
Issue Date	12/13/2013	Email	smulder@lincoln.ne.gov		
Close Date	1/10/2014 12:00:00 PM CT				
Need by Date					

Supplier Information

Company PassportParking, LLC
 Address 1415 S Curch St
 Suite F
 Charlotte, NC 28203
 Contact Brandon Rivard
 Department
 Building
 Floor/Room
 Telephone 1 (704) 8378066 104
 Fax 1 (888) 8041783
 Email sales@passportparking.com
 Submitted 1/6/2014 9:44:16 AM CT
 Total \$0.00

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Contact	Name of person submitting this bid:	Brandon Rivard
5	Proposal Submission	I have prepared and delivered/mailed to the City Purchasing Agent six (6) copies (1 original) of my proposal as requested in Section 6.1 of the Specifications.	Yes
6	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
7	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
8	Electronic Signature	Please check here for your electronic signature.	Yes
9	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
10	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
11	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 14-004 for Host and Supply Parking Pay-by-Phone / App Services for Parking Services Division is available. Please prepare your written response and return your proposals as instructed in the RFP according to the specifications. Respond to the Attribute section (above) of this electronic bid and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions, call 402-441-7410.	\$0.00

Item Notes:

Supplier Notes:

Response Total: \$0.00

INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

B. Worker's Compensation Insurance and Employer's Liability Insurance. The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

C. Commercial General Liability Insurance.

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

D. Vehicle liability insurance coverage.

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. Railroad Protective Liability. If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.

G. **City included as Insured on Contractor's Policy – Endorsements required.**

The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:

(1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:

- is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
- is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.

(2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
 - (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.
- D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.

INSTRUCTIONS TO PROPOSERS
CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 All responses to electronic RFP's will be completed as outlined in this document and the specifications using a two step process.
 - A) Proposers shall respond electronically to all attributes and addendums as required.
 - B) All written responses and information shall be mailed or delivered to the office of the Purchasing Division as outlined in the specifications.
- 1.2 Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in the specifications. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the proposer's letterhead and firmly attached to the response/offer document.
- 1.3 Proposed prices shall be submitted on company letterhead with the proposal if the specifications indicate that price will be evaluated as part of the award criteria.
- 1.4 Failure to complete the electronic and written portions of the RFP may cause the proposal to be rejected.
- 1.5 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.6 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.
- 3.3 Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.
 1. If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.
- 4.2 Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by electronic addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the City; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Changes made to the specification documents will be made by electronic addenda to all bidders via e-mail notice.
- 7.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.4 Proposers shall verify addendum receipt electronically prior to bid closing or RFP may be rejected.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the advertised date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

9. SITE VISITATION

- 9.1 Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance.
- 9.2 The proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

10. EVALUATION AND AWARD

- 10.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 10.3 **Fee envelopes MAY be opened** and evaluated as part of the criteria for ranking interested proposers.
- 10.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 10.5 A committee will be assigned the task of reviewing the proposals received.
 1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 10.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the City, and deemed to best serve City requirements.
- 10.7 The City reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the City.

11. TERMINATION/ASSIGNMENT

- 11.1 The City may terminate the Contract if the Contractor:
 1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide/ complete the work as requested.
 2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
 3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 11.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a thirty (30) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
 1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the City shall pay Contractor in accordance with this section.
 2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 11.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the City may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 11.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the City.

12. INDEMNIFICATION

- 12.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract, including the loss of use resulting therefrom; is caused in whole or in part by any one of them or anyone for whose acts made by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 12.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

13. TERMS OF PAYMENT

- 13.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

14. LAWS

- 14.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

15. LIVING WAGE

- 15.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. TAXES AND TAX EXEMPT CERTIFICATE

- 17.1 The City is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.
17.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

18. CITY AUDIT ADVISORY BOARD

- 18.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/purchase order, as allowed by law.

19. E-VERIFY

- 19.1 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. For information on the E-Verify Program, go to www.uscis.gov/everify.

**Advertise 1 times
Friday, December 13, 2013**

**Request for Proposals (RFP)
Proposal No. 14-004**

Sealed proposal will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: **12:00 p.m, Wednesday, January 8, 2014** for providing the following:

**Implement, Host and Supply for Parking Services Division
A Pay by Phone / App Service
RFP No. 14-004**

Submitters must be registered on the City/County's E-Bid site in order to respond to the above Proposal. To Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration")

Upon e-mail notification of registration approval, you may go to the E-Bid site to respond to this proposal. Questions concerning this proposal process may be directed to City/County Purchasing at (402) 441-7428 or 441-7410.

CITY OF LINCOLN

**REQUEST FOR PROPOSAL (RFP)
HOST AND SUPPLY PARKING PAY-BY-PHONE / APP SERVICES
PARKING SERVICES DIVISION
Bid No. 14-004**

**DEADLINE FOR RECEIVING PROPOSAL
Wednesday, JANUARY 8, 2014 at 12:00 P.M.**

**City of Lincoln Purchasing
Attn: RFP - Host and Supply Parking Pay-by-Phone / App Services
440 South 8th Street Suite 200
Lincoln, Nebraska 68508**

1. **INTENT**

- 1.1 The City of Lincoln's Parking Services division is seeking proposals from qualified companies to implement, host and supply Parking Pay-by-Phone / App services to the general public of the City.
- 1.2 The company shall be qualified and experienced in the industry and propose best practices currently being used by municipal government parking agencies.
- 1.3 The City of Lincoln currently has a mix of single space parking meters which includes meters capable of accepting credit card payments as well as older generation meters which accept only coin payment.
- 1.4 The City is seeking to improve customer service by providing customers with additional payment options, expand special event parking options, and improve parking enforcement.

2. **BACKGROUND**

- 2.1 The Parking Services division, under the direction of the Urban Development Department, is responsible for the management of public parking within the City limits.
- 2.2 Parking Services develops parking policies for the management of existing parking inventory and develops for expansion, as necessary, to meet the parking demand in the central business district and surrounding areas.
- 2.3 The present parking inventory consists of ten (10) parking garages and nine (9) surface lots owned and/or operated by Parking Services.
- 2.4 The total number of off-street spaces operated by Parking Services is 9,000.
 - 2.4.1 In addition, Parking Services manages a total of 2,350 on-street metered parking spaces.
- 2.5 In 2014, two (2) new parking garages will open in the West Haymarket District of downtown Lincoln.
 - 2.5.1 These garages will add approximately 1,600 parking spaces to the inventory.
- 2.6 The City of Lincoln, NE uses Wells Fargo Merchant Services for credit card processing, therefore, systems would need to be compatible with First Data platforms.
 - 2.6.1 Any systems that are not compatible with First Data, vendors would have to invoice the City monthly for credit card processing fees as vendors are not allowed to directly debit the City's bank accounts.
 - 2.6.2 The City only accepts Visa, MasterCard and Discover cards.

3. **GOALS AND OBJECTIVES**

- 3.1 The goal of this project is to provide the parking public with a payment solution that will allow the use of a cell phone when paying for parking; allow customers to receive a call or text message that alerts them to the impending expiration of their parking session; allows

customers to increase parking time with a cell phone credit card payment; and allows customers to easily make payments and retrieve information from their accounts.

- 3.2 The solution will allow Parking Services management to verify customer payments, as well as create meaningful and accurate reports.
- 3.3 This project will introduce Pay-by-Phone / App services into the daily business activities and service provisions undertaken by the Parking Services division.
- 3.4 It will involve software subscription licensing with hosting services, a secure website for customers, secure credit card payment processing, instructional signs and decals for customers, and training for system users.
 - 3.4.1 Pay-by-Phone / App Services will result in improved service delivery to customers.
- 3.5 The successful proposer shall provide to Parking Services: training on the use of its software, electronic means by which payments can be verified and enforced; technical support services; and marketing of the program to potential pay by phone customers.
- 3.6 The objective of this effort is to identify, procure, and implement a system that will do the following:
 - 3.6.1 Allow customers to manage their parking payment account on-line, including passwords, vehicle information, credit card information, and review of parking history.
 - 3.6.2 Allow customers to enter the system by Interactive Voice Response, SMS, and web access.
 - 3.6.3 Provide parking session expiration notification via phone call or text message to customers.
 - 3.6.4 Interface in real time with existing single space "smart meters" and handheld enforcement devices as described in Attachment A.
 - 3.6.5 Provide the capability to offer multiple payment methods such as credit card, stored value accounts, debit cards, and Pay Pal.
 - 3.6.6 Support all existing zones, rates, time limits, days and hours of enforcement.
 - 3.6.7 Provide the ability to offer flat rate, all day special event parking.
 - 3.6.8 Provide financial audit information and history for reconciliation purposes.
 - 3.6.8.1 This should include the ability to access transaction information by meter or time period.
 - 3.6.8.2 It should also be possible to track transactions from activation through deposit in the City's bank account for reconciliation.
 - 3.6.9 Provide decision-quality management reporting for business analysis, problem resolution, and overall efficiency.

3.6.10 Enhance the image of Parking Services and the City of Lincoln by providing customers with easy to use phone and interactive web interfaces using real time information.

3.7 The proposal should address the following business functional areas:

3.7.1 Customer account management

3.7.2 Enforcement management

3.7.3 Payment collection management

3.7.4 Parking rate configuration

3.7.5 Accounts receivable

3.7.6 Management reporting

3.7.7 Technical support

3.7.8 Merchant / Validation programs

3.7.9 Credit card fee structure

4. **PROPOSAL GUIDELINES**

4.1 The following guidelines are provided to ensure the equitable evaluation of competitive sealed proposals.

4.2 Proposals should be prepared as closely as possible in accordance with the instructions outlined in this section.

4.3 Proposer is advised to read this RFP in its entirety.

4.4 Failure to read and/or understand any portion of this RFP shall not be cause for waiver of any portion of the RFP or subsequent contract and could lead to disqualification for this selection process.

5. **PROPOSAL FORMAT**

5.1 The written proposal shall provide the name, title, address, and telephone number of individual(s) with authority to contractually bind the company and who may be contacted during the period of the contract.

5.2 All fees quoted in the proposal shall be firm and fixed for the full trial period and any extension.

5.3 The proposal shall contain the following:

a. Cover page

b. Letter of Transmittal (1 single-sided page)

The Letter of Transmittal shall include the name of the proposer, contact person, title, address, telephone number, facsimile number, and e-mail address of the individual with authority to contractually bind the company and who may be contacted during the period of the contract.

- c. Table of Contents
- d. Proposal (maximum of 5 double-sided pages or 10 single-sided pages)
 - 1. Summary of company
 - 2. Number and types of magnetic and non-magnetic stripped tickets provided in other municipalities or jurisdictions
 - 3. Technical, design and color availability specifications including pack size/ticket dimensions
 - 4. Total cost to City, if any, including fees collected by the Proposer
 - 5. Sample
 - 6. Business Reference

6. INSTRUCTIONS TO PROPOSERS

- 6.1 All proposers shall submit five (5) copies and one original of their proposal and your electronic response in the E-Bid system by Wednesday, January 8, 2014 at 12:00 P.M. to the following location:
 - Sharon Mulder
 - City of Lincoln
 - Attn: Bid No: 14-004
 - 440 S. 8th Street
 - Suite 200
 - Lincoln, Nebraska 68508
- 6.2 Proposers must also complete and submit the electronic portion (Attributes and Line Item Sections) of this proposal on the E-Bid System.
 - 6.2.1 Electronic submittal shall be submitted before the closing date and time established with this RFP.
 - 6.2.2 Entering a zero (0) in the response for the line item is required for submittal.
- 6.3 All inquiries regarding these specifications shall be directed to Sharon Mulder, Asst. Purchasing Agent, via e-mail request to (smulder@lincoln.ne.gov) or faxed request to (402) 441-6513.
 - 6.3.1 These inquiries and/or responses shall be distributed to prospective Vendors electronically as an addenda.
 - 6.3.2 No direct contact is allowed between vendor and other City staff throughout the bid process.
- 6.4 Failure to comply with this directive may result in vendor bid being rejected.
- 6.5 All proposals must be in a sealed envelope and clearly marked in the lower left corner: RFP 14-004.
- 6.6 All expenses for submitting proposals to the City shall be incurred by the proposer.
- 6.7 All proposals shall be received by 12 noon, January 8, 2014.
 - 6.7.1 Any proposal received after this time and date will not be considered.
- 6.8 The proposer has the sole responsibility to have the proposal received by the City at the above address and by the above stated time and date.

- 6.9 The proposer must submit a proposal that demonstrates and provides evidence that the experience, capabilities and professional expertise to assist City with providing the deliverables described.

Proposal Issue Date	December 13, 2013
Proposal Due Date	January 8, 2014
Evaluation Panel Meets	January 29, 2014 (tentatively)
Agreement Effective Date	March 1, 2014 (tentatively)

- 6.10 The City reserves the right to amend this schedule as necessary.
- 6.11 Proposer Responsibility
- 6.12 It is the responsibility of each Proposer before submitting a proposal to:
- 6.12.1 Examine thoroughly the Proposal document and other data identified in the Proposal document.
 - 6.12.2 Consider applicable laws that may affect cost, progress, performance, or furnishing of the work.
 - 6.12.3 Study and carefully correlate Proposer's knowledge and observations with the Proposal document and other related data.
 - 6.12.4 Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which an Proposer has discovered in or between the Proposal document and such other related documents.

ADDENDUM NO. 1

Issue Date: 12/19/13

SPECIFICATION NO.14-004 FOR

Host and Supply Parking Pay-by-Phone / App Services

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Specification 5.3, d. numbers 2, 3 and 5 are not required with this RFP, please disregard.

2. Question: For section 5.3, does the quantity of proposal pages submitted restriction apply (10 single sided pages)?
Answer: Yes, please limit to maximum of 5 double-sided pages or 10 single-sided pages).

All other terms and conditions shall remain unchanged.

Sharon R. Mulder
Assistant Purchasing Agent

End of Addendum No. 1

ADDENDUM NO. 2

Issue Date: 12/20/13

SPECIFICATION NO.14-004

FOR

Host and Supply Parking Pay-by-Phone / App Services

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Attachment A has been added, which was inadvertently left off.

All other terms and conditions shall remain unchanged.

Sharon R. Mulder
Assistant Purchasing Agent

End of Addendum No. 2

ADDENDUM NO. 3

Issue Date: 12/30/13

SPECIFICATION NO.14-004 FOR

Host and Supply Parking Pay-by-Phone / App Services

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

The black, bold and italic font are referenced directly from the specifications as questions. The black font is the actual question asked with the red font as the answer.

- 1.4** *The City is seeking to improve customer service by providing customers with additional payment options, expand special event parking options, and improve parking enforcement.*
- Q) What kind of events are organized in Lincoln, where can event guests park, and how are event parking fees currently collected?
- A) This speaks directly to special event parking for UNL football games. Lincoln currently allows all day parking at on-street parking meters for a flat rate. This is enforced by the sale of a hang-tag.
- 2.3** *The present parking inventory consists of ten (10) parking garages and nine (9) surface lots owned and/or operated by Parking Services.*
- Q) Which access control software supplier is being used? Are the surface lots also gated? If not, how are parking fees collected?
- A) Lincoln uses Amano McGann access control software. The surface lots are not gated and single space meters or permits are used to collect revenue and control enforcement.
- 2.5** *In 2014, two (2) new parking garages will open in the West Haymarket District of downtown Lincoln.*
- Q) Which access control software supplier will be used?
- A) Amano McGann hardware and software will be used.
- 2.6** *The City of Lincoln, NE uses Wells Fargo Merchant Services for credit card processing, therefore, systems would need to be compatible with First Data platforms.*

2.6.1 *Any systems that are not compatible with First Data, vendors would have to invoice the City monthly for credit card processing fees as vendors are not allowed to directly debit the City's bank accounts.*

3.6.5 *Provide the capability to offer multiple payment methods such as credit card, stored value accounts, debit cards, and Pay Pal.*

Q) Please note that stored value account and PayPal parking sessions can in this context not be processed by Wells Fargo Merchant Services. Therefore, is it acceptable that two parallel payment processes will be in use? Or can the proposal include two alternative payment process approaches with different cost implications?

A) The City of Lincoln recognizes that stored value accounts and PayPal parking sessions will not be processed by Wells Fargo Merchant Services. It is acceptable that two parallel payment processes are in use. The proposal can certainly include alternative payment process approaches with different cost implications. It is up to the City to decide if the alternative approach meets its need.

2.6.2 *The City only accepts Visa, MasterCard and Discover cards.*

Q) May American Express also be accepted in case of the successful proposer acting as Merchant of Record?

A) Yes, but with the following stipulations:

1. If they are processed and settled with all other credit card transactions in one deposit.
2. American Express transactions processed or settled as themselves or separately will not be accepted.
3. It is up to the City to decide if the alternative approach meets its need.

3.4 *It will involve software subscription licensing with hosting services, a secure website for customers, secure credit card payment processing, instructional signs and decals for customers, and training for system users.*

Q) Is the City willing to pay for the production of the instructional signs and install them?

A) In this limited case "instructional signs" refers to decals to be installed on meters. It is the responsibility of the proposer to inform the City of the degree to which such decals may be needed. The cost and which entity will bear the cost is to be part of the proposal.

3.5 *The successful proposer shall provide to Parking Services: training on the use of its software, electronic means by which payments can be verified and enforced;*

Clarification request regarding Attachment A:

Q) 1. The successful proposer will NOT provide handheld devices for enforcement.

A) Correct

Q) 2. The successful proposer must only have enforcement function compatible with the Motorola web enabled handheld citation writers.

A) Correct

Q) 3. Successful proposer will provide training on the use of proposer's software with the Motorola units.

A) Yes

Q) 4. What model are the Motorola units?

A) Motorola Symbol, Model MC75A8

3.6.1 *Allow customers to manage their parking payment account on-line, including passwords, vehicle information.*

Q) What is the purpose for managing vehicle information, assuming that parking is based on space numbers?

A) It is only necessary if the successful proposer requires vehicle information to be included when a customer sets up an account. For example, if a fleet account is established by a business it may be necessary for that business to record the various license plate numbers allowed to use the account. We would like, if possible, for the customer to have the capability of adding, deleting, or changing the information without assistance from technical support.

3.6.3 *Provide parking session expiration notification via phone call or text message to customers.*

Q) Are smartphone alerts accepted instead of phone calls or text messages in case of smartphone initiated parking sessions?

A) Yes

4. *Total cost to City, if any, including fees collected by the Proposer*

Q) How should the total cost be calculated in case of certain costs being defined as \$x per transaction but the transaction volumes not being known?

A) Cost per transaction is acceptable

Q) Should transaction fees imposed on end-users also be listed as "fees collected by the Proposer", or what does this refer to?

A) This refers to transaction fees imposed on end users.

6. *Business Reference*

Q) May more than one reference be provided?

A) Yes

7. *Other*

Q) Does the City issue any kind of parking permits? If yes, what kind of permits, how, and using which software platform?

- A) The City does issue permits to park on surface lots. They are hang tag permits. The permits are issued manually.
- Q) How does the City collect overdue citations? Which vendor is providing the service?
- A) The City does not use and outside vendor to collect overdue fines at this time.
- Q) How important is it considered to have the pay by cell service function in a manner similar to the one in use by UNL-Lincoln as far as the end-user experience is concerned?
- A) It is a factor that will be taken into consideration but the weight it will be given will not be disclosed.
- Q) Does the City want the spaces in the garages and garage equipment to be able to allow the Pay by Phone app service?
- A) Not at this time, but the possibility of expansion of the service to include the garages and garage equipment at a later date is a topic for consideration.

All other terms and conditions shall remain unchanged.

Sharon R. Mulder
Assistant Purchasing Agent

End of Addendum No. 3

Attachment A

Parking Services requires that the pay –by- phone system selected be capable of interfacing with the existing single space meters currently in use by the City of Lincoln as well as being capable of interfacing with the existing handheld parking citation writers.

- The City of Lincoln currently has 1300 Duncan Liberty wirelessly enabled single-space parking meters deployed throughout the city. Parking Services desires that the successful proposer offer a product that is capable of connecting with the individual meter and displaying the time purchased.
- Republic Parking System, the current City of Lincoln contracted parking operator, uses Motorola web enabled handheld citation writers. Parking Services requires that the enforcement function proposed by the successful vendor be compatible with these devices.