



**REQUEST FOR PROPOSALS FOR THE
MANAGEMENT AND OPERATIONS OF
THE RIVERFRONT PARKING GARAGE
35 MONROE AVE.
MEMPHIS, TN 38103**

Part I. PROCEDURE FOR SUBMITTING PROPOSAL

- 1.1 SCOPE:** Contractor to manage the Riverfront Parking Garage in accordance with specific guidelines determining operating, staffing, and maintenance requirements.
- 1.2 TERM:** The proposed contract for services will be a three-year contract, to begin on November 1, 2010, with the Downtown Parking Authority having the option to renew the contract for one additional year. The option to renew will be at the sole discretion of the Downtown Parking Authority and will be confirmed in writing prior to the end of the first three (3) years.
- 1.3 DEADLINE:** Responses to this request for proposal should be received no later than 2:00 p.m. on Friday, September 24, 2010 and submitted to:
- Downtown Parking Authority
114 N. Main Street
Memphis, TN 38103
- (901) 575-0540 Phone
(901) 575-0541 Fax
www.downtownmemphis.com
- 1.4 QUESTIONS:** Any questions about the Riverfront Parking Garage or this Request for Proposal may be addressed in writing via email to rubin@downtownmemphis.com no later than Friday, September 17, 2010. Please put "Riverfront RFP" in the Subject field. Questions will be answered in an addendum to the Request for Proposals and will appear on the home page of the Center City Commission website at www.downtownmemphis.com by Tuesday, September 21, 2010
- 1.5** A pre-proposal conference will be held at the Center City Commission, 114 N. Main St., Memphis, TN 38103 on Friday, September 17, 2010 at 3:00 p.m. Please be prepared to ask any questions you may have at that time.

Part II. INFORMATION RELEVANT TO THE RIVERFRONT PARKING GARAGE

- 2.1 BACKGROUND:** The Riverfront Parking Garage is an approximately 600 space-parking facility and is located on the northwest corner of Monroe Ave. and Front Street (35 Monroe Ave., Memphis, TN 38103). The garage will serve the general public and the entire facility will be operated on behalf of The Downtown Parking Authority.

Note: There are existing agreements with the University of Memphis for student parking and the City of Memphis for equipment storage and there should be no interruption in the provision of service for these patrons.

- 2.2 PHYSICAL LAYOUT:** The Riverfront Parking Garage is bounded by Front St. and Monroe Ave. with its primary vehicle entrance and exit on Front Street.

2.3 SPECIAL PARKING ARRANGEMENTS.

- The Operator shall provide nine (9) free spaces to handicap or disabled parkers daily, provided that a valid handicap placard or license plate is displayed.
- The parking operator shall be required to provide historical data and space counts for various categories of usage of the Riverfront Parking Garage at least quarterly and more frequently if requested in good faith by the Downtown Parking Authority.

**The Downtown Parking Authority reserves the right to approve or reject any and all parking rate changes at the Riverfront Parking Garage.*

Part III. REQUIREMENTS AND RESTRICTIONS

3.1 GENERAL REQUIREMENTS

- 1.)** The Contractor shall be responsible for the consistent maintenance of the parking facility to include the automated gates and computer-controlled parking system. The Contractor is further responsible for the consistent maintenance of elevators, if any, fire protection sprinkler system, if any, lighting system (including light bulb replacement), striping, parking facility painting, signage, and other equipment necessary to properly operate the parking facility. The parking facility shall be maintained in a manner comparable with other first class garages located in Downtown Memphis and shall be kept clean and in good order, appearance and repair.

- 2.)** The Contractor shall provide for the regularly scheduled cleaning of the parking facility including but not limited to:

(a)	Emptying of trash containers:	Daily
(b)	Removal of large dirt and debris:	Daily
(c)	Cleaning of stairwells:	Daily
(d)	Sweeping of all litter:	Daily
(e)	Cleaning of elevators, if any:	Daily
(f)	Polishing of elevator, if any:	Weekly
(g)	Cleaning of light fixtures	Weekly

(h) Pressure washing floors Semi-Annually

- 3.) **The Downtown Parking Authority strives for a goal of at least twenty percent (20%) participation in all projects and contracts by certified Women/Minority Business Enterprises (MBE/WBE). The proposal must indicate how your firm would make best faith efforts towards achieving this goal in performance of the contract.**
- 4.) The Contractor shall submit payment to the Downtown Parking Authority on a monthly basis and an itemized financial report, which shall include but not be limited to monthly and transient revenue reflecting daily activity, operating expenses for the garage, and net income generated at the facility.
- 5.) The Contractor shall provide insurance coverage as reflected in the Insurance Section 4.2 below.
- 6.) The Contractor shall, at no additional charge, provide parking consultation and advisory services as it relates to equipment acquisition, properly operating the garage and making any necessary improvements.
- 7.) The Contractor shall provide the following information in the proposal:
 - A) Experience in providing parking and/or transportation management.
 - B) Number of years in existence.
 - C) Company philosophy and/or mission statement
 - D) Audited financial statements for the past three years.
 - E) A list of references for past and/or current management contracts including all Memphis area management contracts

3.2 CONTENT OF PROPOSALS.

- 1.) Proposed amount of Gross Revenues to include monthly, transient, special event, and validation revenue.
 - 2.) Proposed gross amount of Total Expenses to include but not be limited to payroll, repair and maintenance, supplies, liability insurance, sprinkler system and elevator expenses, and maintenance contracts as well as the management fee.
 - 3.) Proposed Operating Surplus.
 - 4.) Proposed Net Surplus payable to the Downtown Parking Authority.
 - 5.) Proposed incentive fee(s) if any.
 - 6.) Proposed maintenance plan to ensure thorough cleanliness and upkeep of decks, stairwells, elevator cabs, if any, elevator windows, if any, garage doors, striping, parking control system, light fixtures, and all fire equipment.
 - 7.) Proposed rate schedule, staffing plan, and hours of operations.
- The Contractor must propose to operate the garage using a "Pay on Foot" system that allows parkers to pay at a central station upon entering or prior to entering their cars to exit. The Contractor may also propose a "Pay in Lane" system if they view this

to be an efficient application for this facility. However, the same high level of service will be expected. Please specify type of equipment and system recommended.

3.3 RESTRICTIONS OF PROPOSALS.

- 1.) The operation and essential structure of the Riverfront Parking Garage must remain intact.
- 2.) Any visual appearance changes, name changes, and structural changes will be subject to review and advance, written approval by the Downtown Parking Authority and related entities with appropriate jurisdiction.
- 3.) Taken as a whole, the proposal shall provide no incentive for the operator to fail to use its best efforts to cause parking spaces to be available to the general public.

3.4 EVALUATION.

The criteria used to judge the proposals and award the Contract will be based on the Downtown Parking Authority Board's evaluation of the Company's expertise and quality of service to be provided, and proposed revenue income for the Downtown Parking Authority.

3.5 TERM.

The proposed contract for services will be a (3) three-year contract, with the Downtown Parking Authority having the option to renew the contract for (1) one additional year. Option to renew will be at the sole discretion of the Downtown Parking Authority and will be confirmed in writing prior to the end of the first three (3) years.

3.6 PROPOSED TIMETABLE.

Tuesday, September 7, 2010	RFP ad published
Friday, September 17, 2010	Pre-proposal Conference
Friday, September 17, 2010	Deadline for submitting questions
Tuesday, September 21, 2010	Responses to questions posted on website
Friday, Friday, September 24, 2010	Proposals due
On or before Friday, October 15, 2010	DPA Board Meeting - Contract awarded
Monday, November 1, 2010	Start date of Contract

PART IV: REGULATIONS GOVERNING INSURANCE AND GENERAL CONDITIONS

- 4.1 CONTRACT SECURITY:** The Contractor shall furnish a surety bond in the amount specified in the INSTRUCTIONS TO BIDDERS as security for the faithful performance of the Contract and for payment of all persons performing labor and furnishing materials in connection with the Contract.

- 4.1.1 BOND:** The successful bidder shall furnish a bond, or a letter of commitment for a bond, with a Surety Company authorized to do business in the State of Tennessee, acceptable to the Downtown Parking Authority, as surety for the faithful performance of the Contract

and the specifications, in all their details, and that they will, as soon as the work contemplated by said Contract shall have been completed, pay for all the material and labor used by said Contractor, or any immediate or remote subcontractor under him, in the performance thereof, in lawful money of the United States.

No Surety Company will be acceptable as bondsmen, unless said Surety Company has a permanent agent or representative in the State of Tennessee, with authority to countersign bonds for non-resident bonding companies.

Should the Surety Company acting as bondsmen remove its permanent agent or representative from the State of Tennessee, the Contractor shall be required to furnish the Downtown Parking Authority with a new surety bond conforming to the above-described requirements.

- 4.2 CONTRACTOR'S INSURANCE:** The Contractor shall not commence work under the Contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Downtown Parking Authority, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

Each certificate or policy shall require and state in writing that “**thirty**” (30) days prior to cancellation or material change in the policy, notice thereof shall be given to the Downtown Parking Authority by registered mail, return receipt requested,” for all the following stated insurance policies. If any of the Property and Casualty Insurance requirements are not complied with at their renewal dates, payment to the Contractor may be withheld until those requirements have been met or at the option of the Downtown Parking Authority, the Downtown Parking Authority may pay the renewal premiums and withhold such payments from any moneys due the Contractor.

The Downtown Parking Authority, the owner of the Riverfront Garage, shall be conspicuously named on the Contractor's Certificate of Insurance as an additional insured.

Compensation Insurance: The Contractor shall take out and maintain during the life of the Contract

- (a.) Workmen's Compensation Insurance pursuant to State Law according to Statutory Limits.
- (b.) Garage Keeper's Liability in the amount of no less than \$1,000,000.00 Combined Single Limit, providing Comprehensive Coverage. However, the deductible may not exceed \$1,000.00 per claim.
- (c.) Excess or Umbrella Insurance to be provided in the amount no less than \$4,000,000.00 per claim.

- 4.3 PROOF OF CARRIAGE OF INSURANCE:** The Contractor shall furnish the Downtown Parking Authority with satisfactory proof of carriage of the insurance required.

- 4.3.1 The Contractor shall** be responsible from the time of the signing of the Contract or from the time of the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from this work to persons or property. In addition to the liability imposed upon the Contractor on account of bodily injury (including death) or property damage suffered through the Contractor's negligence, which liability is not impaired or otherwise affected hereby the Contractor assumes the obligation to protect, defend, indemnify and hold the Downtown Parking Authority, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, cost charges professional fees or other expenses or liabilities of any kind

and character, including without limitation attorney's fees, in connection with or arising directly or indirectly out of the Contract and/or the performance of any act or omission of the Contractor or subcontractor, or anyone either (1) directly or indirectly employed or (2) under the supervision of any of them in prosecution of the work included in this Contract.

- 4.4 TERMINATION FOR BREACH:** Termination of Contract shall be that set forth in the Contract Special Conditions or Specifications and if no cancellation provision is made, the following shall apply:

In the event that any of the provisions of the Contract are violated by the Contractor or by any of his subcontractors, the Downtown Parking Authority may serve written notice upon the Contractor and the surety of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within 10 days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement for correction be made either by the Contractor or the Surety, the Contract shall, upon the expiration of the said 10 days, cease and terminate. In the event of any such termination, the Downtown Parking Authority shall have the right to take over the work and prosecute the same to completion by the Contractor for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Downtown Parking Authority for any excess cost occasioned the Downtown Parking Authority thereby, and in such event the Downtown Parking Authority may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.

- 4.5 PARKING AUTHORITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND APPLICATION THEREOF:** If evidence is produced before the final settlement of all or any balances that the Contractor has failed to pay laborers employed on his work or failed to pay for materials used therein, or if the Downtown Parking Authority has reason to suspect the same, the Downtown Parking Authority may withhold such balances and upon evidence satisfactory to the Downtown Parking Authority as to the amount due for such labor and materials, the Downtown Parking Authority, acting as the agent of the Contractor, may settle and pay for the same and charge the amounts to the Contractor and deduct the same from the said balance or balances.

- 4.6 NOTICE AND SERVICE THEREOF:** Any notice to any Contractor from the Downtown Parking Authority relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work.

- 4.7 ASSIGNMENT:** The Contractor shall not assign the Contract or any part thereof or any moneys due or to become due there under without the approval of the Downtown Parking Authority nor without the consent of the Surety unless the Surety has waived its rights to notice or assignment.

- 4.8 SUBCONTRACTING:** No part of the Contract shall be sublet without the approval of the Downtown Parking Authority. If the Contractor shall sublet or subcontract any part of the Contract, the Contractor shall be as full responsible to the Downtown Parking Authority for the acts and omissions of the Subcontractor and of the persons employed directly or indirectly employed by his Subcontractor as he is for the acts and omissions of persons

employed by himself. The successful Contractor will not be allowed to subcontract more than sixty percent (60%) of the work on this project. The computation of percentages will be based on monetary values.

4.9 “OR EQUAL” CLAUSE: Whenever a material or article is specified by using the name of a proprietary product or of a manufacturer or vendor, any materials or article which will perform adequately the duties required will be considered equal and satisfactory, provided the material or article so proposed is of equal substance and function in the estimation of the Downtown Parking Authority.

4.10 INTERPRETATION OF DOCUMENTS BEFORE BIDS ARE RECEIVED: If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed Contract documents, he may submit to the Downtown Parking Authority Parking Manager written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Downtown Parking Authority will not be responsible for any other explanation or interpretation of the proposed documents.

4.11 LAWS: The contractor shall abide by and observe all laws, City Ordinances and regulations relating to the work to be done, and the use of public streets, alleys and highways. The contractor shall secure all permits and pay all license fees required by law before beginning the work.

4.12 INDEMNITY: The Contractor agrees that they will indemnify and save harmless the Downtown Parking Authority from all claims, suits or proceedings of any nature whatsoever which may be brought against such party on account of injuries to person or property received from the Contractor, its agents or servants. The Contractor shall at all times provide reasonable safeguards against injuries to persons and property from the acts of the Contractor or his agents or servants.

4.13 Any Contract resulting from the bids taken herein shall be governed, construed and enforced according to the laws of the State of Tennessee. All actions, whether sounding in Contract or in tort, relating to the validity, construction, interpretation, and enforcement of the Contract shall be instituted and litigated in the courts of the State of Tennessee located in Shelby County, Tennessee, and in no other. In accordance herewith the parties to the Contract submit to the jurisdiction of the courts of the State of Tennessee, located in Shelby County, Tennessee.

INSTRUCTIONS TO BIDDERS:

Each proposal should include but not be limited to the following items:

- A commitment from an acceptable Surety Company to issue a surety bond as described in section 4.1 in the amount of \$150,000.00.
- Proof of carriage of insurance required as described in section 4.2.
- All other requested information pertaining to this Request for Proposals.
- Proposals should be on “8 ½ x 11” sheets contained in a binder and include a transmittal letter giving a summary of the company.
- Please submit eight (8) copies.

Reservations:

The Downtown Parking Authority reserves the right to reject any or all proposals submitted, to waive any requirement or informality in submitted proposals, and to negotiate changes in the scope of services to be provided.

All proposals are due no later than 2:00 p.m. on Friday, September 24, 2010.