

ALLEN COUNTY COMMISSIONERS

December 2, 2009

REQUEST FOR PROPOSALS

SPECIFICATIONS AND INSTRUCTIONS FOR PROPOSALS

The Allen County Commissioners are soliciting proposals for the management and operation of Market Street Parking Garage located at the corner of Market and Elizabeth Streets in Lima, Ohio.

SUBMISSION OF PROPOSALS

Sealed proposals for this service, endorsed with the title:

Proposal for Professional Parking Management Services

will be received until 11:00 A.M. local time on December 28, 2009, at the :

**Board of Allen County Commissioners Office
301 N. Main Street
Third Floor, Ste. 301
PO Box 1243
Lima, Ohio 45802**

at which time and place all proposals will be publicly opened and read aloud.

No effort is made to emphasize any particular provisions of the Specifications, but the prospective Operator must familiarize himself/herself with every provision and its effect.

PROPOSAL REQUIREMENTS

Operators are advised that proposals which are deficient in any requirements may be rejected.

The BID shall be accompanied by either a bid bond, or a cashier's check, or a money order drawn on a solvent bank or savings and loan association payable to the Allen County Board of Commissioners in the total amount of Five Hundred (\$500.00) as a guaranty, that if the BID is accepted, the bidder will enter into and sign a contract for the performance of the work. Upon proper execution of said contract, the bid guaranty shall be returned to the successful bidder. All BID guaranties shall be returned to the unsuccessful bidders.

If the Operator is a corporation, a statement of the names and residences of its officers and director, a certified copy of its Certificates of Incorporation, and proof of its authority to do business in the State of Ohio, shall be provided; if a partnership, a statement of the names and residences of its members, indicating which are general and which are special partners, shall be provided; if an individual, a statement of residence, shall be provided. Officials of Corporations shall designate their official title; partners or sole owners shall so state, giving the names of all interested parties.

Proposals shall be guaranteed for 60 days from date of opening.

TIME OF AWARD AND TERM OF CONTRACT

If the proposal is accepted, the County will, at the earliest practicable time, make an award and enter into a contract authorizing the Operator to operate the Parking Garage for a ten month period, commencing March 1, 2010, and ending December 31, 2010. Upon mutual agreement of the parties, the contract may be extended for two (2) additional one year periods. In the event that the Operator does not faithfully and effectively perform his responsibilities and obligations under this agreement, as determined by the Board of Allen County Commissioners, the Board of Allen County Commissioners may terminate the agreement by providing the Operator with written notice thirty days in advance of the termination date. Additionally, this agreement may be terminated by mutual agreement thirty days after that date on which the two parties reach their decision.

All proposals shall be considered public information

INCURRING COSTS

The County of Allen is not liable for any cost incurred by prospective bidders prior to signing of a contract or for any of the costs associated with the preparation or presentation of the proposal.

VIEWING THE PARKING GARAGE

Proposers may view the facilities at their convenience or by setting an appointment with City of Lima Director of Public Works, Howard Elstro at (419) 228-5462

OPERATOR'S QUALIFICATIONS

In selecting the best proposal, consideration will be given to proven experience, skill and financial ability of each vendor in the management and operation of parking garage. The vendor will furnish with his proposal a concise statement of his experience in the operation of parking garage and information as to:

- A. Length of time of company's continuous existence.
- B. List of facilities currently operated by the company, number of spaces, whether of self-service type, type of control systems used, approximate gross revenues generated, and net income/(loss) produced each year of the past three years.

RESPONSIBILITY OF OPERATORS TO INVESTIGATE

It shall be the responsibility of the prospective Operator to visit the site(s) to make a thorough investigation of all methods of operation and the circumstances and conditions which may affect the proposal to be submitted. Failure on the part of any vendor to make such an examination and to investigate thoroughly shall not be grounds for any declaration that the vendor did not understand the conditions and circumstances of the proposal.

PREMISES

The facilities (parking lots) subject to the provisions of the Contract are located at corner of W. Market and N. Elizabeth Streets, in Lima, Ohio. Current estimated capacity is 375 spaces.

EVALUATION CRITERIA

The Allen County Commissioners, at their sole discretion, shall employ several criteria in evaluating the proposals received pursuant to this RFP. These criteria shall include, but are not necessarily to be limited to the cost and technical criteria set forth below. In evaluating the proposals, the County will consider the professional skill and experience of the prospective operator in addition to cost of services. Prospective operators are encouraged to carefully consider the manpower and other resources necessary to **operate and maintain** the Parking Facilities in accordance with the specifications outlined herein.

A. Technical Criteria

1. Firm Qualifications:

The depth, breadth, and relevance of the proposer's organizational qualifications, experience and prior performance in managing parking systems.

2. Staff Qualifications:

The depth, breadth, relevance, qualifications, experience, and prior performance.

3. Management Approach:

The effectiveness, suitability, and comprehensiveness of the strategies, policies, and procedures to be used by the Proposer in managing and operating the system.

4. Financial Stability:

The financial wherewithal of the Proposer to satisfactorily perform and meet its obligations under the proposed Agreement for the entire term of the Agreement.

PROPOSAL REQUIREMENTS

A proposal to provide professional management services for the Market Street Garage in return for a fixed annual management fee to be paid on a monthly basis. Elements to be included for payment under the fixed management fee are presented hereinafter in these specifications.

- A. Proposers are expected to familiarize themselves with the location and operation of the parking facility to the extent necessary to meet the requirements of this request for proposal (RFP).
- B. Proposers will be conclusively presumed to have read and be familiar with these specifications and the parking system will be maintained and operated so as to ensure the utmost in courteous, efficient and prompt service at all times.
- C. Since qualifications, experience and prior performance will be considerations of the utmost importance, the County shall not be bound to award the contract to the lowest Proposer. The County Commissioners, at their sole discretion, may award the contract to any proposer, either at the original proposed management fee or at a different negotiated management fee.

- D. Proposals shall contain **separate** contract amounts to provide cost for A.) staffing of parking garage during three shifts seven days/week and; B.) staffing of parking garage during the hours of 6:00 a.m. and 10:00 p.m. only, Monday through Saturday, with the exception of special event staffing when appropriate.

Proposals must satisfy the information requirements outlined below. Incomplete proposal packages may be disqualified or minor irregularities may be waived at the Commissioners sole discretion.

Technical Information

Information provided by proposers pertaining to organizational qualifications and experience during the pre-qualification process will be evaluated. In addition, each proposal must include responses to the questions listed below:

1. What experience does your company have in running municipal parking programs?
2. What experience does your company have with computerized revenue control equipment? What brand (s) and for how long?
3. What experience does your company have in maintaining both mechanical and electronic parking equipment? E.g. changing tickets, changing ribbons, programming
4. What kind of maintenance program would you propose?
5. What kinds of internal reviews, controls and audits will be provided to insure that accounting, purchasing procedures, personnel policies and payment requests for reimbursable expenses are properly documented and conform to the requirements of the contract?
6. How would you handle communications between the County Administrator, the JPC, and you as the parking manager?
7. Describe marketing efforts to be made the first three months of the contract to increase usership and revenue. Attach a one-year marketing plan.

References and prior experience submitted will be further considered.

As deemed necessary, additional information may be requested of individual proposers. Proposers may include, as part of their proposals, any information which may facilitate the evaluation of their organization qualifications, experience or prior performance.

Financial Stability

- 1. The proposer will provide evidence which indicates its financial health and stability.
- 2. Proposer's company must show proof that they are not delinquent on any Allen County Taxes.

Confidential Information

Proposals shall be considered public information. Proposers should be careful to indicate those portions of their proposals which they deem confidential, or which contain proprietary information or trade secrets.

OPERATOR'S MANAGEMENT FEE

1. Management Fee

- a. Is defined as the fixed monthly or annual fee to be charged by the successful proposer for managing and operating the designated facilities.
- b. The management fee, in conjunction with the approved reimbursable costs and additional special labor costs as set forth in the contract and, shall be full consideration for managing the system.
- c. The annual fixed management fee shall be considered to include full compensation by the County to the Operator for, but not limited to the following:
 - (1) Salaries, fringes, expenses, supplies, payroll taxes, workman's compensation, unemployment, transportation, or similar expenses attributed to: Corporate officers or agents and on-site management, operating, maintenance and security staff.
 - (2) Typewriters, calculators, copying machines, FAX machines, computers, software, phones and other office equipment and maintenance, repair, and replacement of that equipment utilized by the Operator or bookkeeping staff or employees for business on or off site.
 - (3) Consumable office supplies including postage, and parking tickets.
 - (4) Capital depreciation, maintenance, and operating costs for any of the Operator's capital equipment.
 - (5) Costs associated with trash pickup and debris removal and disposal.
 - (6) Corporate, administrative, legal, travel, taxes and similar expenses.
 - (7) Indirect administrative expenses such as licenses, telephone charges, travel, etc.
 - (8) Interest, service charges, back charges, or similar costs incurred due to the need for capital to cover operating expenses before reimbursement.
 - (9) General protective insurance coverage per Paragraph 17 of these specifications, including any deductible allowance on any occurrence.

(10) Accounting or bookkeeping as required for on-site operation including all required billings to customers, accounts receivable, direct and indirect payroll and payroll reports, requisitions, purchasing, accounts payable, and preparation and documentation required for billings to the County for reimbursement of authorized expenditures.

Accounting or bookkeeping services shall include the preparation of monthly activity and revenue reports for each parking operation and for the preparation of all internal accounting reports to provide an adequate audit trail in conformance with standard accounting practices. This shall also include any additional forms or reports requested by the County.

(11) Profit, service fee, overhead or similar markups on reimbursable approved operating costs.

(12) Costs associated with providing required proposal and performance bonds.

PURCHASING POLICY & REIMBURSABLE COSTS

1. Reimbursable Operating Costs

The successful proposer's projected costs for managing and operating the facilities shall be projected monthly and in summary form for **both** a ten-month period for the March 1, 2010 through December 31, 2010 **and** for a period of twelve (12) months and must be based on the cost and other information included in this RFP.

2. Reimbursement for operating costs incurred by the Contractor shall be governed by the following:

A.. The Operator shall have authority to incur expenses for any individual item to be billed to the County as a reimbursable expense, provided the item has been approved in advance by the County Administrator.

B. Expenditures above \$500.00 require the County's designated agent issue written approval.

The following examples of reimbursable and non-reimbursable expenses are provided for illustration purposes only and are not intended to be all-inclusive:

Examples of Reimbursable Expenses

Cleaning and Janitorial Supplies

Light Bulbs

Monitoring of alarm systems by third parties

Outside Service on parking control Equipment upon pre-approval by County Administrator

Examples of Non-Reimbursable Examples

Office Supplies – including parking tickets

Telephone Expenses

Uniform Expenses

Fuel, maintenance, or service on any Operator-owned equipment

Repair expenses to any County-owned equipment serviced by third party vendors

Payroll, payroll taxes, or other expenses directly related to operator's employees

Extra security for special events

Insurance claims and deductibles

Electricity expenses

OPERATOR'S RESPONSIBILITIES

The Operator shall manage and operate, all functions of the Market Street Parking Garage with energy, fidelity and diligence, giving to the operation at all times the benefit of his special knowledge and experience.

Included in the Operator's management duties are the following:

1. Preparation and submission of the proposed annual operating budget.
2. Maintain complete accounting records, post accounts receivables, maintain billings, collections and accounting controls by the best industry standards and acceptable to the County Administrator.
3. Purchasing of supplies, maintaining accounts payable records and inventory control.
4. Make up payrolls, file Social Security, withholding tax, and Worker's Compensation returns, City payroll tax withholding and payments, and other such reports as may be required of employers by Federal, State or City governments.
5. Deposit gross revenues daily in an account in a designated financial institution, and insure at all times that there will be no commingling of Operator's and County's funds.
6. Report to the County on a monthly basis the gross revenue collected and the number of patrons served and on other statistics as requested by the County.
7. Audit deposits and reconcile bank accounts.
8. Maintain continuous audit controls of revenues and parking tickets.
9. Prepare and submit to the County, by the 20th day of the following month, a monthly statement of gross revenues received and deposited and an invoice for reimbursable operating expenses incurred along with proof of payment of all expenditures as required by the County.
10. Permit the examination and audit of the Operator's records, books and accounts by the County at any reasonable time during business hours and as often as desired.
11. Permit the monitoring of operations by the County.
12. Account for all tickets lost by Operator or customers on a form approved by the County.

13. Furnish consecutively numbered parking tickets for the revenue and parking control system and retain canceled tickets on the premises for the duration of the Contract. Tickets are to be turned over to the County Administrator by January 31st of each year for the preceding year or within 30 days of contract expiration date. Retained tickets to be available at all times for audit purposes.
14. Provide and maintain at all times a working capital account sufficient to pay all reimbursable operating expenses and other obligations required to be paid by the Operator during the next sixty (60) days. This account shall be carried as a part of the accounting system for the operation of the parking facility. Maintain, either directly or through service contracts, the Revenue and Parking Control System.
15. Contract and pay for telephone services.
16. Provide satisfactory housekeeping and cleaning on a regular basis, including sweeping and vacuuming, trash pickup and removal. Graffiti, broken glass, spilled food, refuse, cans and bottles shall be removed immediately upon becoming aware of their presence.
17. Work with County's maintenance department to promptly remove snow and/or ice from the parking areas and sidewalks.
18. Provide minor maintenance and repairs to the parking facility including maintenance restriping or resigning, and emergency lighting. Cost of materials for this activity shall be reimbursed only upon prior written approval by the County Administrator. A detailed schedule of all maintenance to be conducted shall be kept at each facility at all times. The employees shall date and initial each task as completed. Copies of the completed maintenance schedules shall be provided to the County Administrator monthly or as otherwise requested.
19. Furnish, launder and maintain uniforms for on-site employees. Employees shall be attired in uniforms at all times while on duty. The Operator shall be responsible for the conduct of the employees at all times and shall dispense with any employee whose conduct is deemed by the County to be detrimental to the best interests of the County.
20. Provide supplies necessary for the operation of the facilities.
21. Repair, at the sole cost and expense of the Operator, all damage to the property, equipment and grounds caused by the Operator, his employees, agents or sub-contractors.
22. All insurance and indemnification coverage per Paragraph 17 of the specifications.
23. Provide monthly revenue and utilization reports.
24. On a daily, weekly, monthly, and quarterly basis conform to agreed upon maintenance schedule.
25. The parking rates to be charged under the Contract will be determined by the Lima/Allen County Joint Parking Commission (JPC) which consists of the County Administrator and the City Public Works Director. The (JPC) reserves the right under the Contract to change the rates from time to time as conditions may warrant.
26. Promote, market and negotiate monthly and long term lease agreements for parking. All agreements need JPC final approval.

ITEMS & SERVICES FURNISHED BY THE COUNTY

Items and services to be furnished and paid for by the City and/or County are:

1. Water and sewage services.
2. Normal public area police service.
3. Structure and facility remodeling or repairs of significant defects to be determined by the JPC.
4. Gross Revenue Deposit Account at local bank.
5. Property taxes, licenses, assessments directly related to facilities owned by the County.
6. General policy and administrative direction, in writing, by One (1) Authorized Agent.
7. Prompt payment of authorized reimbursable expenses and one-twelfth (1/12) of the Annual Management Fee within sixty (60) days of submission of itemized expenditures for the previous calendar month.
8. Rate schedule approved by JPC.
9. Landscaping
10. Roofing and Waterproofing
11. Plumbing/Drainage
12. Electrical wiring/repair
13. Fire and casualty insurance on the parking facility and improvements, excluding the contents and operation.
14. Structural System
15. Storage space on-site for supplies.

INSURANCE

The Operator shall secure and maintain, with a reputable insurance company or companies, licensed to do business in the State of Ohio, public liability insurance with limits of not less than \$1,000,000.00 for injuries to one person in any one accident, and not less than \$10,000,000.00 for injuries to more than one person in any one accident, and not less than \$1,000,000.00 for property damage; and excess liability coverage in the amount of \$10,000,000.00 under a commercial umbrella policy; and any other additional insurance Allen County may desire and request in writing that Operator secure and maintain at any time or from time to time during the term. Such insurance shall name Operator and Allen County Commissioners as co-insurers and shall be endorsed to provide for at least ten (10) days' written notice to Allen County Administrator prior to termination of coverage and/or before any changes are made which would restrict or reduce the coverage provided for or change the name of the insured, and certificates evidencing such coverage shall be furnished Allen County Commissioners by Operator. Operator may maintain such coverage under a blanket policy or policies.

The above shall include at least:

1. Minimum limits of \$1,000,000 per occurrence. Limits of insurance may be provided through any combination of primary and umbrella/excess insurance policies.
2. The Allen County Commissioners, its officials, officers and employees (hereinafter referred to as the County) and the City of Lima, its officials, officers and employees (hereinafter referred to as the City) shall be added as insureds, ISO Form CG 20 26.
 - A. Insurance shall be primary insurance as respects the County and any other insurance program or policy(s) of the County shall be considered as excess to this insurance and shall not contribute to loss covered by such primary insurance.
 - B. Any deductibles associated with the Operator's insurance program and any premium payments required by it shall be paid by the Operator.
3. The policy shall also be endorsed for the following additional exposures:
 - A.. Underground, Explosion and Collapse Hazard
 - B. Products/Completed Operations
 - C. Blanket Broad Form Contractual
 - D. Independent Contractors
 - E. Broad Form Property Damage
 - F. Personal Injury
 - G. Garage Keepers Legal Liability
 1. Direct B Excess Basis
 2. Comprehensive
 3. Collisions (if valet parking service is provided at any location)

The Operator shall also purchase and maintain insurance that will protect it from the exposure to claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The Operator shall purchase and maintain commercial crime coverage as filed by the Insurance Services Offices 1986 Commercial Limes Program as follows:

- A. Form A B Employee Dishonesty - Limit of Liability - \$100, 000
- B. Form C B Theft, Disappearance & Destruction
 1. Inside B Limit of Liability - \$20,000
 2. Outside B Limit of Liability - \$20,000

- C. The County and the City shall be added as a joint insureds.
- D. Any failure to comply with the terms, conditions and reporting provisions of the coverage shall not affect coverage provided to the County.

The Operator shall furnish the Allen County Administrator with a Certificate of Insurance on the ACORD25-s form or copies of any policy requested.

The cancellation clause shall be revised to read as follows: Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named to the left.

The Operator shall comply with the provisions of the Ohio Constitution Article II, Section 35 entitled Workers' Compensation and the section of the Ohio Revised Code dealing with Worker's Compensation enacted pursuant thereto, and shall maintain during the period of the Contract a copy of its Certificate of Premium Payment as issued by the State of Ohio, the Industrial Commission and Bureau of Workers' Compensation at the County office stated above. And, the Operator waives any common law or statutory subrogation rights it may have against the County arising out of any Workers' Compensation claim.

INDEMNIFICATION

1. To the fullest extent permitted by law, the Operator shall indemnify and hold harmless the Allen County Commissioners and the City of Lima, its officials, officers and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or in consequence of the Operator's use/presence of/on County or City property/premises or performance of the Operator's Contract with the County or the City, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Operator or anyone directly or indirectly employed by Operator or anyone for whose acts the Operator may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 18. It is understood and agreed that this indemnification obligation is enforceable to the full extent permitted by Ohio Revised Code 2305.31.
2. In any and all claims against the Allen County Commissioners or the City of Lima, its officials, officers and employees of any of them by any employee of the Operator or anyone for whose acts Operator may be liable, Operator hereby expressly waives the immunity provided to Operator by Article II, Section 35, of the Ohio Constitution and Ohio Revised Code, Sections 4123.74 and 4123.741, so that this indemnification obligation may be enforced by the County or the City against Operator in those instances.

PROPOSAL GUARANTEE BOND

(To be executed by Operator and Surety before depositing proposal)

Know All Men by These Presents:

That we, the undersigned _____ (An _____
_____ Corporation), as Principal, and _____
_____ as Surety as held and firmly bound unto the
County of Allen in the sum of _____
_____ to be paid to the said County of Allen or its certain attorney, successor or
assigns, for the payment of which will and truly to be made, we hereby jointly and severally bind
ourselves, our heirs, successors, assigns, executors, and administrators, jointly and severally, firmly
by these presents.

Signed and Sealed at _____
this _____ day of _____, 20____.

The condition of this obligation is such that if the above proposal is accepted, and the contract
awarded to the above-named vendor and the vendor shall, within ten (10) days after such award is
made, enter into a Contract and give bond as required, then this obligation shall be null and void,
otherwise it shall remain in full force and effect.

Principal: _____

By: _____

Title: _____

Surety: _____

By: _____ (SEAL)

This Bond must be signed by the Operator and the Surety Company before the proposal is offered.
All proposals not in conformity with this provision will be rejected; except that a certified check for the
above amount on some solvent bank will be considered a sufficient surety.

NOTE: A properly executed power of attorney showing the authority of the person or persons
executing the Bond for the Surety of Sureties, at the date of this bond, should be submitted with this
Bond.

PERSONAL PROPERTY TAX AFFIDAVIT

STATE OF OHIO)
) ss.
COUNTY OF ALLEN)

I, _____ being first duly sworn, deposes and says as follows: (answering whichever is applicable by placing an "X" before items 1 or 2)

- 1. () We are not charged with any delinquent personal property taxes on the general tax list of personal property in Allen County, Ohio.
- 2. () We are charged with delinquent personal property taxes on the general tax list of Allen County, Ohio, including unpaid penalties and interest in the amount of \$ _____.

_____ Affiant

S/ By: _____

Title: _____

Sworn and subscribed before me this _____ day of _____, 20____.

S/ _____
Notary Public in and for
the State of _____

(SEAL) My Commission Expires: _____, 20____.

NON-COLLUSION AFFIDAVIT

City of _____

County of _____

State of _____

I, _____, being first duly sworn, deposes and says that he/she is _____ (sole owner, partner, president, etc.) of the party making the foregoing proposal; that such proposal is genuine and not collusive of sham; that said vendor has not colluded, conspired, connived, or agreed, directly or indirectly, with any vendor or person, to put in a sham proposal, or that such other person shall refrain from quoting, and has not in any manner, directly or indirectly sought by agreement or collusion, communication of conference, with any person, to fix the proposal price of Affiant or any other vendor, or to fix any overhead, profit or cost element of said proposal, or of that of any other vendor, or to secure any advantage against the County of Allen or any person or persons interested in the proposed Contract; and that all statements contained in said proposal are true; further, that such vendor has not, directly or indirectly submitted this proposal, or the contents thereof, or divulged information or data relative thereto any association or to any member of agent thereof.

S/ _____
Affiant

Sworn and subscribed before me this _____ day of _____,
20____.

S/ _____
Notary Public in and for
_____ County
State of _____.

(SEAL) My Commission Expires: _____.