

## **Security**

RFP – Page 3 – The second paragraph says Contractor would be providing “security” for the garages; Section 4.k. of the Operating Agreement (**Safekeeping of Garage and Appurtenances**) states that “Operator shall provide for the safekeeping of the garage and all City-owned property used in the operation of the garage.”

1. Please clarify Contractor’s duties with respect to security: does the City expect the Operator to provide contracted security services to monitor the security of the garages?

**Answer: No. The Contractor is expected to keep the garage safe by alerting the City Police Department of any suspicious behavior, property crimes, potential crimes etc.**

- a. If so, is there a preferred (or current) schedule for this service?

**Answer: No.**

Section 4.h. of the Agreement (**Security Cameras/Dynamic Occupancy Signs**) requires the Operator “maintain the data from any DVR for a period of one year”.

2. Are there individual surveillance cameras (and associated DVRs) in each garage or are they all located in the Leshner Center garage?

**Answer: There are individual surveillance cameras at entrances and exits as well as every pay station in each garage as well as DVRs. The South Locust Garage also has cameras in the elevator and the roof.**

3. How is the data ‘maintained’ now?

**Answer: The data is stored on the hard drives on site for one year.**

## **Insurance**

1. Per Section 8.b.1. of the Operating Agreement (**Minimum Limits of Insurance – General Liability**), the requirement is to provide \$2MM combined single limit per occurrence. Is it acceptable to satisfy this requirement by combining Primary plus Excess Umbrella (following form) coverage?

**Answer: Yes.**

2. Per section 8.d.1.a. (**Other Insurance Provisions**), is it acceptable to provide this coverage for the City entities as “Additional Insureds” rather than “Insured”?

**Answer: Yes.**

## **Revenue Control Equipment Systems /PCI Compliance**

*(note that these questions refer to all garages except the Library Garage)*

1. Are the current fee collection systems in place at the garages independently certified as PCI compliant?

**Answer: Yes**

2. Are the systems EMV enabled?

**Answer: No.**

3. What payment applications are they currently running on?

**Answer: TSYS is our merchant processor.**

4. For special events at the *Leshner Center* garage, how is fee collection handled now?

- a. Is there additional RCE equipment (i.e., hand-held credit card units or other hardware/software) that the City provides to handle pre-payment of fees for special events?

**Answer: Yes but the City does not provide the handhelds.**

- a. If so, does this equipment interface directly with the S&B system?

**Answer: No.**

- a. Is such equipment/software currently certified as PCI-compliant?

**Answer: Yes.**

## Maintenance

The RFP and operating agreement require the Operator to provide extensive maintenance duties.

1. Does the City consider the garages to currently be in compliance with the City's expectations as to maintenance standards as set forth in the RFP and Operating Agreement?

**Answer: Yes.**

2. Section 4.f. of the Agreement (**Custodial Services**) requires Operator to replace light bulbs and tubes. Does the City provide these as needed?

**Answer: No.**

**Answer: The City does not provide replacement light bulbs and tubes as needed.**

3. Does the City maintain the exterior landscaping at the garages?

**Answer: Yes, the City maintains the exterior landscaping of the garages.**

## General

1. Operating Agreement Section 5.c. states that Operator is to be reimbursed for ". . . and any other agreed upon reimbursable costs." Please provide examples of the types of expenses that could potentially fall under this category.

**Answer: Examples include: any equipment needed for repairs above and beyond minor repairs, any costs associated with structural maintenance (plumbing/electrical).**

2. Operating Agreements Section 5.e.3. state that "Operator shall bear the cost for obtaining replacement tokens necessary for operation."

- a. How many tokens generally need to be replaced each year and what is the approximate cost?

**Answer: About 3500 tokens per year. The costs of the tokens are about \$4 each.**

- b. More broadly, why would this cost be the responsibility of the Operator when typically it is the City's parking patrons (i.e., customers) who lose the tokens, and they pay the maximum daily parking rate as a result?

**Answer: The contractor is responsible for maintaining an adequate supply of tokens to operate the garage without interruption. The Contractor is responsible for replacement of about 1000 tokens per year and the City reimburses the Contractor the cost of any additional tokens.**

3. Operating Agreement – Section 13 (**Possessory Interest Tax**) – Has the County assessed Possessory Interest Tax against the current operator of the facilities?

**Answer: No.**

## Pricing Sheet

The costs for the Broadway garage, South Locust garage and the Library garage are straightforward, as the expectation is that all services required per the RFP and Garage Operating Agreement are to be provided on a fixed cost basis. Because of the numerous and varying special events at the *Leshner Center* garage however, we are unclear as to exactly what the City expects to see in each of the (4) categories. Please explain:

1. What is to be included in the "Special Event Rate" line?

**Answer: Hourly wage rate for employees who are working the special events.**

2. Are the figures to be inserted on the "Parking Attendant" and "Parking Supervisor" lines to be the base hourly wage rate to be paid to these individuals or the fully-burdened hourly cost (i.e., inclusive of payroll taxes, workers' comp., health & welfare, uniforms, etc.) for each hour worked?

**Answer: Hourly wage rate.**

3. Does the figure to be inserted on the line for “**Total Monthly Management Fee**” expected to be a summation of the (3) lines above it, plus the fixed costs of operating the garage, as per the other garages?

**Answer: The total monthly management fee is expected to be the total monthly cost of garage operations per month.**

If so, can you provide an estimate of the average number of hours that “Special Event”, “Parking Attendant” and “Parking Supervisor” staffing is currently provided in these categories?

**Answer: The hourly wage rates of the "Parking Attendant" and "Parking Supervisor" are determined by the contractor. In 2015, (January to December), there were a total of 173 events at the Lesher Center. The total number of hours worked for special events was 2,705 or an average of 245 hours per month.**

4. The last line of Section 4.e.1. (**Additional Staffing**) of the Operating Agreement states: “*Payment for additional staff shall be included in the Operator’s monthly garage rate.*” How is the Operator to include this highly variable cost in the fixed monthly garage rate?

**Answer: An estimate of variable staffing needs can be provided.**