

RESOLUTION NO. 2019 - 103

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ENTER INTO NEGOTIATIONS WITH REPUBLIC PARKING SYSTEM, LLC FOR PARKING MANAGEMENT PROGRAM UNDER RFP 19-33.

RECITALS

WHEREAS, the County desires to enter into a contract with Republic Parking System, LLC to provide a parking management program, in accordance with RFP No: 19-33; and

WHEREAS, the scope of the services will be to provide any and all labor, materials, equipment, transportation, and supervision necessary for providing a parking management program, in accordance with RFP No: 19-33; and

WHEREAS, through the County's formal RFP process, Republic Parking System, LLC was evaluated as the highest ranked respondent to enter into contract with the County to perform the work referenced above; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contract to complete the work services serves a public purpose.

WHEREAS, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to enter into negotiations with Republic Parking System, LLC to provide the services set forth in RFP No: 19-33.

Section 3. Upon successful negotiations, the County Administrator, or designee, shall draft an agreement for final approval by the Board, which includes the options of a combined beach driving and parking pass and a \$50 annual pass and as applicable, recommendations by the North Florida Transportation Planning Organization for performance of the work.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 2 day of April, 2019.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron  
Paul M. Waldron, Chair

ATTEST:  
ST. JOHNS COUNTY, FL  
CLERK OF COURT: Hunter S. Conrad, Clerk

By: Tom Haltem  
Deputy Clerk

RENDITION DATE 4/11/19





**CONTRACT AGREEMENT**

**RFP NO:** \_\_\_\_\_  
**Master Contract #:** \_\_\_\_\_

This Contract Agreement, ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and \_\_\_\_\_ ("Contractor"), authorized to do business in the State of Florida, with offices located at \_\_\_\_\_; Phone: (\_\_\_\_\_) \_\_\_\_\_; Fax: (\_\_\_\_\_) \_\_\_\_\_; and Email: \_\_\_\_\_.

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

**ARTICLE 1 – DURATION and EXTENSION**

This Agreement shall become effective upon the Effective Date shall be in effect for a period of \_\_\_\_\_ (\_\_\_\_\_) consecutive calendar days, and may be extended as necessary to complete the required services, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Contractor satisfactorily performed the Services noted in the Contract Documents.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

The term "Contract Documents" shall include all RFP Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

**ARTICLE 3 - SERVICES**

The Contractor's responsibility under this Agreement is to provide any and all labor, materials, equipment, transportation, and supervision necessary to \_\_\_\_\_

\_\_\_\_\_, as specified in the Scope of Work, proposed by the Contractor, approved by the County in accordance with Bid No: \_\_\_\_\_ and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of St. Johns County \_\_\_\_\_ Department or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

**ARTICLE 4 – SCHEDULE**

The Contractor shall perform the required Services according to the schedule submitted and approved by the County. No changes to said schedule shall be made without prior written authorization from the County's representative.

**ARTICLE 5 – COMPENSATION/BILLING/INVOICES**

- A. The County shall compensate the Contractor an amount not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_) according to the bid proposal, which shall include any and all direct and indirect costs, and reimbursable expenses. The maximum amount available as compensation to Contractor under this Agreement shall not exceed the amount stated above without the County's express written approval, and amendment to this Agreement.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.
- C. The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered on a monthly basis. The signature of the Contractor's authorized representative on the submitted invoice shall constitute

the Contractor's certification to the County that:

1. The Contractor has billed the County for all services rendered by it and any of its sub-contractors or materials suppliers through the date of the invoice;
  2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
  3. The reimbursable expenses, if any, have been reasonably incurred; and
  4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Monthly Invoicing Form 1551, as provided by the County. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's Contractors or sub-Contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County \_\_\_\_\_ Department

Attn: \_\_\_\_\_

\_\_\_\_\_

G. **FINAL INVOICE:** In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "Final Invoice" on the Contractor's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

#### **ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

#### **ARTICLE 7 – ARREARS**

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **ARTICLE 8 – TERMINATION**

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least fourteen (14) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

#### **ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than seven (7) business days in

which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

- B. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than \_\_\_\_\_ (\_\_\_\_\_) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
  - 1. Stop work on the date to the extent specified.
  - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
  - 4. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 10 – PERSONNEL**

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

#### **ARTICLE 11 – SUBCONTRACTING**

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

#### **ARTICLE 12 – FEDERAL AND STATE TAX**

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Agreement.

### **ARTICLE 13 – AVAILABILITY OF FUNDS**

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

### **ARTICLE 14 - INSURANCE**

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain throughout the life of the awarded Agreement, Technology Errors & Omissions/Professional Liability with minimum limits of \$5,000,000 per occurrence and aggregate. The Technology Errors & Omissions/Professional Liability Insurance shall cover the Contractor and third parties, at a minimum, the following: Liability for Technology Products/Services, Data Breach, Media Content, Privacy Liability, and Network Security. Coverage retro date shall be prior to commencement of work.

The Contractor shall maintain throughout the life of the awarded Agreement, Cyber Liability & Data Storage Insurance with minimum limits of \$2,000,000 per occurrence, \$5,000,000 aggregate. The Cyber Liability Insurance shall cover, at a minimum, the following: Data Loss and System Damage Liability; Security Liability; Privacy Liability; and Privacy/Security Breach Response Coverage, including Notification Expenses. The Cyber Liability Insurance may be included as part of the Professional Liability Insurance required above.

The Contractor shall maintain throughout the life of the awarded Agreement, Crime Coverage with minimum limits of \$2,000,000 per occurrence.

The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000.

The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000.00 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain throughout the life of the awarded Agreement, Umbrella or Excess Liability Insurance covering workers' compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

#### **ARTICLE 15 - INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of the Consultant's errors, omissions, or negligence. The Contractor shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

#### **ARTICLE 16 - SUCCESSORS AND ASSIGNS**

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

#### **ARTICLE 17 - NO THIRD PARTY BENEFICIARIES**

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

#### **ARTICLE 18 - REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

#### **ARTICLE 19 - CONFLICT OF INTEREST**

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Agreement.

#### **ARTICLE 20 - EXCUSABLE DELAYS**

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s) and is without the fault or negligence of either of them, the Contractor shall not be deemed to be in default.

Upon the Contractor's request, the County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

#### **ARTICLE 21 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Contractor and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

#### **ARTICLE 22 – INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

#### **ARTICLE 23 – CONTINGENT FEES**

Pursuant to Section 287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

#### **ARTICLE 24 – ACCESS AND AUDITS**

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

#### **ARTICLE 25 – NONDISCRIMINATION**

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

**ARTICLE 26 – ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

**ARTICLE 27 – ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 28 – COMPLIANCE WITH APPLICABLE LAWS**

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

**ARTICLE 29 – AUTHORITY TO PRACTICE**

The Contractor hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

**ARTICLE 30 – SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 31 - AMENDMENTS AND MODIFICATIONS**

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

**ARTICLE 32 – FLORIDA LAW & VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

**ARTICLE 33 – ARBITRATION**

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

**ARTICLE 34 - NOTICES**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department  
Attn: Jaime Locklear, Purchasing Manager  
500 San Sebastian View  
St. Augustine, FL 32084



and if sent to the Contractor shall be mailed to:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 35 - HEADINGS**

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

**ARTICLE 36 –PUBLIC RECORDS**

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor’s performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida’s public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
  - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
  - (2) Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
  - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the County’s information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, [publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us)**

**ARTICLE 37 – USE OF COUNTY LOGO**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not

manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

**ARTICLE 38 – SURVIVAL**

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

**ARTICLE 39 – AUTHORITY TO EXECUTE**

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party’s authorized representative shown below.

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IN WITNESS WHEREOF, authorized representatives of the County and Contractor have executed this Contract Agreement on the day and year below noted.

**COUNTY:**

St. Johns County, FL  
County Name

By: \_\_\_\_\_  
Signature - County Representative

Jaime T. Locklear, MPA, CPPB, FCCM  
Printed Name – County Representative

Assistant Purchasing Manager  
Printed Title – County Representative

\_\_\_\_\_  
Date of Execution

**CONTRACTOR:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Printed Name – Contractor Representative

\_\_\_\_\_  
Printed Title – Contractor Representative

\_\_\_\_\_  
Date of Execution

**ATTEST:**  
**ST. JOHNS COUNTY, FL**  
**CLERK OF COURT**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

**LEGALLY SUFFICIENT**

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date of Execution



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

March 15, 2019

**RE: RFP No: 19-33; Parking Management Program**

Please be advised that the Purchasing Department of St. Johns County is issuing this Notice of Intent to Award a contract, upon successful negotiations, to Republic Parking System, LLC as the top ranked firm under RFP No: 19-33; Parking Management Program. This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 12:00 P.M., Wednesday, March 20, 2019.


Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to enter into negotiations.

Please forward all correspondence, requests or inquiries directly to Mrs. Jaime Locklear, Purchasing Manager, at [jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us).

Sincerely,

*St. Johns County  
Board of County Commissioners*

  
County Representative Signature

Jaime Locklear, MPA, CPPO, CPPB, FCCM  
Purchasing Manager

Name & Title (Printed)

Date: 3/15/19



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

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**I N T E R O F F I C E   M E M O R A N D U M**

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**TO:** Jesse Dunn, Director, Office of Management & Budget  
**FROM:** Jaime T. Locklear, Manager, Purchasing Department  
**SUBJECT:** RFP 19-33; Parking Management Program  
**DATE:** March 15, 2019

Please review, evaluate and make a written recommendation for award of this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

Please let me know if I can assist your department in any other way.

Dept. Approval Wade Sch  
Date 3/15/19  
Budget Amount TBD  
Account Funding Title TBD  
Funding Charge Code TBD  
Award to Republic Parking Systems, LLC  
Award Amount TBD

Award amount will be determined through negotiations.  
Budget amount, Account Funding Title, and Funding  
Charge Code will be determined upon Board approval.

### EVALUATION SUMMARY SHEET

ST. JOHNS COUNTY, FLORIDA

Date: March 7, 2019  
 RFP: 19-33; Parking Management Program  
 Posted: 3/15/2019

	RATER	RATER	RATER	RATER	RATER			
FIRM	Jesse Dunn	Mike Golubovich	Lon Stafford	Anthony Johns	Tera Meeks	TOTAL	RANK	COMMENTS
Republic Parking Systems, LLC	171.80	171.80	145.80	141.80	168.80	800.00	1	
SP Plus Corporation	168.30	173.30	155.30	143.30	147.30	787.50	2	
Elite Parking SE-M, LLC	166.50	165.50	151.50	142.50	128.50	754.50	3	
LAZ Florida Parking, LLC	152.30	160.30	127.30	154.30	141.30	735.50	4	
Lanier Parking Meter Service, LLC	138.50	141.30	128.30	147.30	149.30	704.70	5	

APPROVED: Purchasing Manager: 

Asst. Office of Management & Budget Director: 

**NOTE:**

THE RANKING SHOWN ABOVE MUST BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS RANKING SHEET.

POSTING TIME/DATE FROM 12:00 p.m. March 15, 2019, UNTIL 12:00 p.m. March 20, 2019.

ANY RESPONDENT AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY REQUEST FOR PROPOSAL, SHALL FILE WITH THE ST. JOHNS COUNTY PURCHASING DEPARTMENT A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF A NOTICE OF INTENT TO AWARD. PROTEST PROCEDURES MAY BE OBTAINED FROM THE DESIGNATED POINT OF CONTACT FOR THIS RFP.

**REQUEST FOR PROPOSALS (RFP) NO: 19-33  
PARKING MANAGEMENT PROGRAM**

**COVER PAGE**

**SUBMIT ONE (1) HARD-COPY ORIGINAL PROPOSAL, AND  
ONE (1) EXACT ELECTRONIC PDF COPY OF THE SUBMITTED PROPOSAL IN A SEALED ENVELOPE  
OR CONTAINER TO:**

PURCHASING DEPARTMENT  
ST. JOHNS COUNTY  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE FLORIDA 32084

**COMPANY NAME:** Republic Parking System, LLC

**DATE:** February 18, 2019

633 Chestnut Street, Suite 2000 Chattanooga, TN 37450

Mailing Address (Street Address, City, State, Zip Code)

**AUTHORIZED COMPANY REPRESENTATIVE**

**Jack Skelton, Vice President**

Printed Name & Title

**423.756.2771**

Phone Number

**jskelton@republicparking.com**

Email Address



# Proposal for Parking Management Program

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St. Johns County

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February 2019

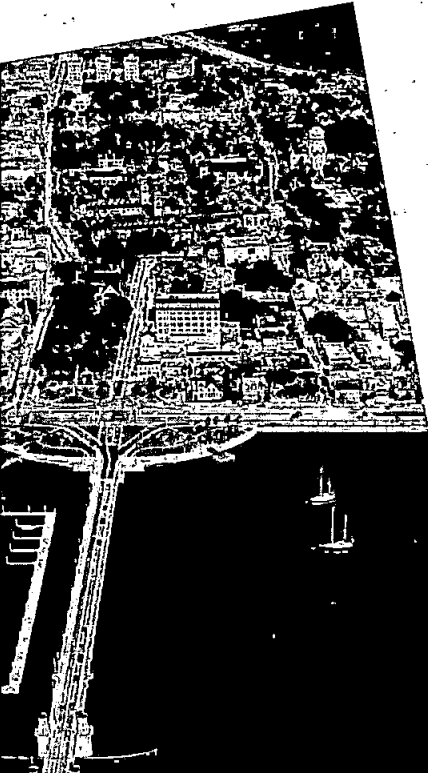


633 Chestnut Street, Suite 2000  
Chattanooga, TN 37450

T 423.756.2771 | F 423.265.5728.

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[republicparking.com](http://republicparking.com)





February 21, 2019

Jaime T. Locklear  
Purchasing Manager  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084

Dear Ms. Locklear:

**Re: RFP No. 19-33; Parking Management Program**

It is our pleasure to submit the following proposal to provide Parking Management Services to St. Johns County.

Republic Parking offers the experience and expertise required to successfully implement a paid parking program for St. John's County. As the County leadership and staff already know, changing from "free parking" to paid is not an easy sell to many in the community. The paid parking program must be well thought out, planned and properly implemented in order to gain significant public support. St. John's County needs a professional parking management company that has significant experience working through this process before.

Republic Parking is the largest provider of parking management services to municipalities in the United States. In fact, we manage about twice as many municipal parking programs as our nearest competitor. Our dominance of the municipal sector did not happen by chance. Republic Parking has made significant investments in our executive team and support resources to cater to the unique needs of city, county and state government parking programs.

Republic Parking fully understands what it takes to implement a paid parking program. We have implemented, revitalized and modernized many paid parking programs for our clients over the past thirty years. The following provides a summary of our recommended implementation plan and technology solution for St. John's County's paid parking program:

## **Executive Summary**

- **Public Outreach** – Well in advance of installing parking meters and collecting your first payments Republic Parking will work with the County to deliver a three-tiered public outreach to promote the paid parking program. It is critical to quickly frame the facts of the new program, why it is needed, how it will work and what the benefits of the program will be. Without an aggressive campaign leading the story, the news media and social media have a tendency to create their own narrative and plant inaccuracies in the public mind. Republic Parking will help get the facts out in three proven ways: press releases/digital marketing, targeted community organization meetings, and public open houses. These are all low-cost efforts that will make significant headway into gaining citizen buy in to the program.

Republic Parking System, LLC  
633 Chestnut Street, Suite 2000  
Chattanooga, TN 37450

T 423.756.2771  
F 423.265.5728  
[republicparking.com](http://republicparking.com)





- **Soft Roll Out** – It goes without saying that no one likes to pay to park. The harder pill to swallow is receiving a parking ticket that you do not understand. Republic Parking recommends a soft roll out of parking enforcement that includes an escalating process of payment reminders and warnings before any additional fees/fines are assessed.
- **Technology** – Republic Parking has planned and implemented countless revenue control systems for municipal clients over our fifty plus years in business. The parking technology available over the past decade has dramatically improved and expanded the options and convenience in paying parking fees. The following is a quick overview of our proposed technology solution for St. John's County:
  - **Multi-Space Meters** – Republic Parking proposed to utilize the IPS Multi-Space MS1 parking meters for payment collection at each lot and boat ramp. IPS is an industry leader in parking meter technology and offers an easy to use multi-space meter perfect for your operation. The IPS MS1 meter will accept credit card payments only, as the County RFP has requested a cashless solution. The MS1 can be upgraded to accept cash payments if desired at a later time.
  - **Pay by Cell** – Another convenient payment option for customers will be to use a mobile pay by cell app to pay their parking fees. The app will allow customers to make payment without walking to the parking meter and offers a number of convenient features that customers will truly appreciate.
  - **Virtual Permitting** – Republic Parking recommends using a virtual permitting program in St. Johns. No hangtags, stickers or decals to manage and waste money on. Customers can register for their permit on-line and their license plate will act as their permit credential. Virtual permitting not only saves time, it improves the accuracy of parking enforcement and greatly reduces the potential abuse of parking permits.
  - **Enforcement** – The St. John's parking lots are spread out over a large area. Enforcement of parking payment rules will require a mobile enforcement staff that can quickly and accurately verify payments. Republic Parking recommends utilizing our proven pay by plate system enforced by mobile license plate recognition (LPR) technology. LPR is a very effective tool when enforcing for both daily payments and parking permits. It is highly accurate and provides digital images to verify accurate citations.
  - **Integration** – Republic Parking will ensure a seamless integration of the above technology to provide St. John's County a very efficient paid parking program. All of the payment, citation and revenue data will be available in real time to the County staff providing complete transparency.

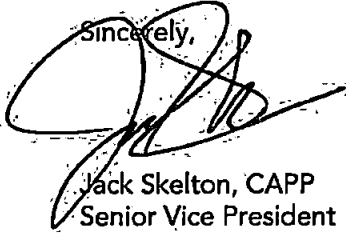
I will be the designated contact for this contract. My contact information is as follows:

Jack Skelton, CAPP  
Senior Vice President – Municipal Division  
633 Chestnut Street, Suite 2000  
Chattanooga, TN 37450  
423-756-2771  
[jskelton@republicparking.com](mailto:jskelton@republicparking.com)



We welcome the opportunity to expound upon our experience and proposed solution in a formal presentation. Please let me know if I can provide any additional information. I thank you for your time and consideration.

Sincerely,



Jack Skelton, CAPP  
Senior Vice President



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## **2 QUALIFICATIONS & EXPERIENCE OF COMPANY AND STAFF**

### **Qualifications**

Since its inception in 1966, Republic Parking System has served its clients honestly, eagerly and professionally. Our reputation for integrity and proven commitment to keeping pace with the ever-changing demands of our clients and their customers, have made us an industry leader today.

From humble beginnings, employing only one associate and accruing first-year revenues of \$50,000, Republic Parking System now employs over 2,800 professionals in over 100 U.S. cities and has seen revenues increase to \$480 million. The corporation now manages upwards of 850 parking locations totaling over 320,000 parking spaces.

### **Management Philosophy**

The foundation of our business is built on our approach of focusing on the fundamentals of parking management. Republic Parking System delivers a full range of parking management services, including the installation and maintenance of high-quality revenue control equipment and non-resettable counters, stringent accounting and auditing controls, and detailed facility maintenance plans.

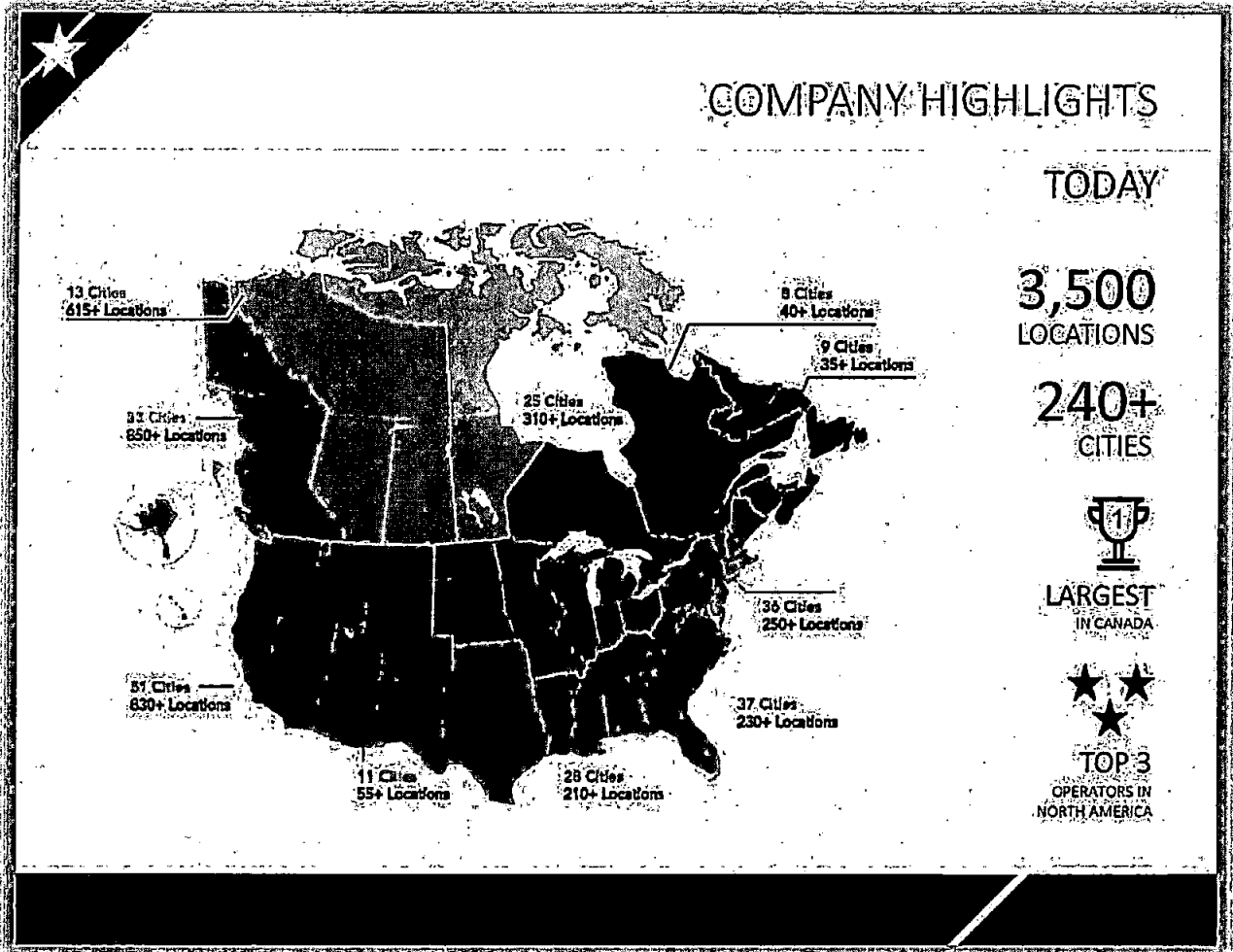
A highly trained, dedicated, and well-supported team is fundamental to the success of any parking operation. To this end, Republic's parking operations are overseen by proactive senior management and fully supported by competent management and office personnel. Republic also provides ongoing training to staff at all levels to ensure that our organization always meets or exceeds our clients' service standards.

Ultimately, Republic Parking System's vision is to provide the best possible financial return to our clients by delivering superior parking management services, unequalled value, and first-class customer service to parkers.

### **Operating Experience**

Our operating experience has expanded over the years as a direct result of our ability to satisfy the ever-changing transportation-related needs of our clients and their customers. Republic's management experience encompasses both the private and public sectors of the industry. This includes large mixed-use, office, medical, stadium, airport, and municipal parking facilities, as well as fringe and remote parking facilities such as dedicated "park & ride" lots and garages.

Furthermore, Republic provides expert management for the full range of parking operations and facility types. From parking garages, surface lots, and shuttle bus and valet operations to taxi starter services and complete on-street parking management (including meter collections, citation management and adjudication, maintenance, and enforcement services), Republic has the knowledge and experience to ensure the successful operation of your facilities.



### Municipal Experience

Republic Parking is very proud of the fact that we have grown into the largest provider of parking management services to municipalities in North America. We operate twice as many municipal parking programs as our nearest competitor. The reason we dominate this very unique sector of the parking industry is our commitment of resources and top executive talent to lead and support our clients and field operations. Republic Parking provides a turnkey solution for any need a city will have for their parking and transportation programs. Whether it is garage, surface lot, event, parking enforcement, meter management, citation management, vehicle immobilization or shuttle services we offer a solution. The following is a partial listing of our current municipal clients. We strongly encourage you to contact any of our clients to hear from them how we perform.



### iii. Municipal Client (Partial Listing)

CLIENT	CONTACT PERSON	PHONE NUMBER
City of Virginia Beach, VA	Mr. Rob Fries	757.437.4800
CARTA (Chattanooga)	Mr. Brent Matthews	423.629.1411
City of Lincoln, NE	Mr. Wayne Mixdorf	402.441.6097
HPA – Hartford, CT	Mr. Mingo Gomes	860.527.7275
City of Ann Arbor, MI	Mr. Joe Morehouse	734.997.1309
City of Cedar Rapids, IA	Mr. Doug Neumann	319.398.5317
City of Omaha, NE	Mr. Ken Smith	402.444.1780
City of Houston, TX	Mr. Reginald Randolph	713.236.5762
City of Cambridge, MA	Mr. Stephanie McAuliffe	617.439.4722
Memphis CCC	Mr. Jerome Rubin	901.575.0581
City of Oklahoma City, OK	Mr. Cory Hubert	405.297.1331
City of Bangor, ME	Ms. Debbie Cyr	207.992.4234
City of Alexandria, VA	Mr. Alfred Coleman	703.746.3216



## 3 TECHNICAL PROPOSAL – PARKING MANAGEMENT PROGRAM

### 3a – Proposed Public Outreach & Education Plan

The introduction of a “paid” parking program to a well-established community such as St. John’s County must be handled with a great deal of care. You can see examples in the newspaper headlines from Chicago and Atlanta of poor planning, lack of communication and horrible public relations when these Cities made dramatic changes and privatized their on-street parking programs. Atlanta, working with Duncan Solutions, and Chicago, working with LAZ Parking, both severely underestimated the public’s outcry from changes in the parking programs. These were both cities that already had a “paid” on-street parking program. Here we are looking at going from “free” to “paid” which adds to the sensitivity of the matter.

Republic Parking has successfully assisted numerous cities in modernizing their parking programs. We have learned through these processes that you cannot just “flip the switch” and go from free to paid, from no parking enforcement to a high level of enforcement. Doing so will result in a huge public backlash and horrible public relations. Republic Parking will work with the County on a public relations program that will use press releases and digital marketing to educate the public. Additionally, we propose to hold targeted information meetings with key organizations operating in the County, supplemented with open town meetings where citizens can see the new technology, learn how it works and ask questions.

The following is an overview of the public outreach plan we propose for St. John’s County:

- **Press Releases** – It is important to frame the new parking program for the local media to provide the facts. Left to their own volition the media tends to speculate at the facts and search out uninformed opinions. This can be avoided to a large extent if we flood all of the media outlets with the facts. Republic’s public relations team will assist the County in drafting these press releases.
- **Digital Marketing Campaign** – Republic Parking has leveraged the power of digital marketing to promote our clients parking programs for many years. We have a dedicated digital marketing team with the expertise to effectively deploy a campaign for St. John’s County. Once the press release information is approved we will use the key elements to design a campaign for County approval.
- **Community Organization Meetings** – Engaging existing organizations actively supporting County businesses and community groups is a great way to build support and educate. Republic Parking





# PROPOSAL FOR PARKING MANAGEMENT — ST. JOHNS COUNTY

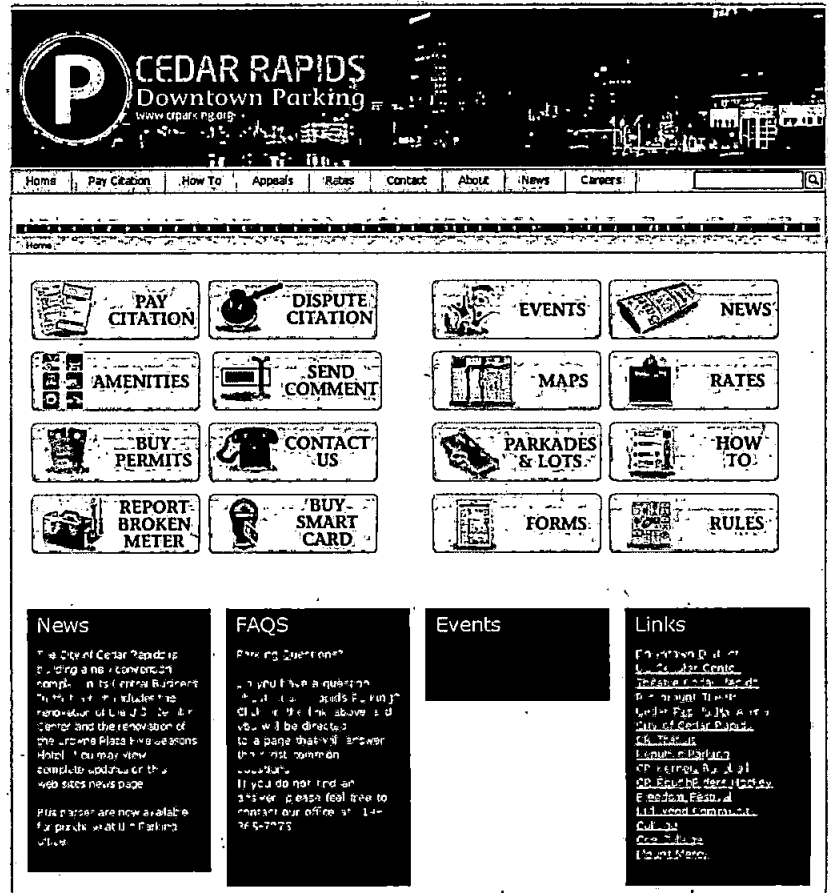
will work with the County to identify the proper organizations to contact to offer up an educational face to face meeting.

- **Open House Meetings** – Once we are two weeks out of installing parking meters on the lots we will want to schedule a few open houses for the general public. The recommended format of the open house meetings is to demonstrate the parking meters, pay by cell app, and permitting program to lead off. This is a great time to promote the pay by cell app and assist customers in signing up for the program. Then we allow for people to ask questions about how the program will work, and to voice concerns they may have.
- **Custom Parking Website** – Republic Parking has developed dozens of custom parking websites for our municipal clients. We will design a website for the St. John’s parking program providing a one stop parking shop for citizens and visitors. The website will provide general information, FAQ’s, and videos demonstrating how to use the parking meters, mobile payment app, and on-line permitting system.

Here are a couple of comparable custom websites Republic Parking has developed for a municipal client:

- [www.chattanooga parking.org](http://www.chattanooga parking.org)
- [www.parkcedarrapids.com](http://www.parkcedarrapids.com)

We believe that St. John’s County would benefit greatly from hiring a company that has successfully instituted a similar paid parking program before. A professional well thought out public outreach program is a vital to the overall process. Republic Parking has the experience, resources and leadership to successfully institute a paid parking program for St. John’s County.





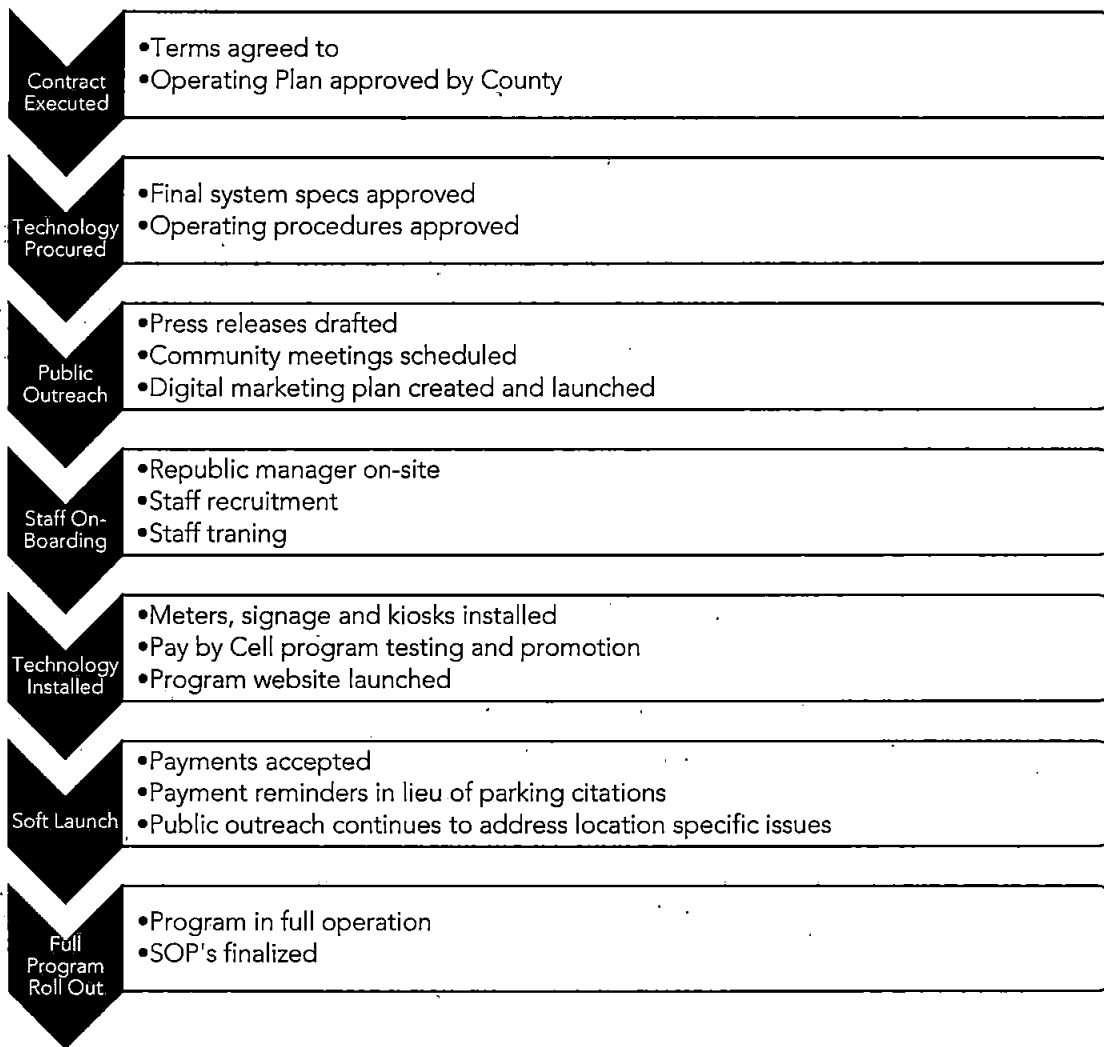


## 3b – Proposed Implementation Schedule

### Transition Timeframe

A well planned and thought out paid parking program will require a minimum of 120 days from the date of contract finalization. This will allow sufficient time for the parking meters and supporting technology to be ordered, produced, delivered, installed and tested. This time frame will also provide sufficient time for the public outreach program, staff on-boarding and training.

Our recommendation is to launch the entire paid parking program at one time. An 120 day implantation timeframe will accommodate a unified complete program launch. A staged approach is not necessary and will only increase the level of resources and cost associated with the program roll out.





## Transition Overview

Implementing a paid parking operation is a complex project. Republic has developed significant expertise in managing such projects in an organized and systematic fashion. Immediately upon award, a project workbook is created and lists, in detail, each of the tasks (assigned by functional area) required in the transitioning of the facilities. While there are a number of tasks required to ensure a smooth transition, the primary workload revolves around the following:

- Assuming credit card processing and banking procedures/requirements.
- Acquiring/inventorying keys and manuals for all on-site equipment.
- Signing up permit parkers, which is made relatively seamless through the use of our online parking permit system.
- Creating a communications plan that includes establishing the methods used for communicating with the customer. Generally, most customer communication takes place through Republic's website where full information on the project, directions for signup, etc. are explained.
- Implementing accounting systems and procedures.
- Training staff on equipment (depending on type and current knowledge) and relevant site-specific information.
- Supplying all necessary information technology infrastructure and procedures, assuring compliance with payment card industry data security standards.
- Liaising with client staff, permit and daily customer groups to ensure all aspects of the transition are anticipated.

## Customer Satisfaction

With any transition, there are bound to be questions about the potential for disruptions and how best to avoid inconveniencing customers. To this end, Republic Parking designates an operations manager to work alongside our regional senior vice president and liaise with your management team to ensure optimum success from a customer relations perspective. It is important that the patrons of your facilities experience only positive aspects of any change to the parking operations. Our knowledgeable managers will ensure information is properly communicated and that the process runs smoothly from start to finish.

## 3c – Proposed Enforcement Methodology



An effective enforcement and collections program are fundamental to the success of any barrier-free paid parking operation. There must be consequences for non-payment and failure to adhere to the County's parking ordinances and policies.

The above statements being true, that does not mean all parking enforcement programs need to operate a like. Each municipality must assess the purpose of their parking enforcement program and establish specific goals. Republic



Parking works with each of our municipal clients to customize an enforcement program to meet the needs of their parking program.

## Ambassador Approach

Republic Parking proposes to bring our proven Ambassador program to the St. John's County parking enforcement program. What does this mean? This means that our people will be conditioned and trained to have the mindset that we are representing St. John's County in the jobs that we do every day. We are not just collecting parking money, fixing meters and enforcing parking, we are there to interact positively with the visitors and citizens of the County. Staff are carefully selected to have the right communication skills and demeanor to be effective Ambassadors. Anyone that has ever worked as a parking enforcement officer will attest that it is a challenging, and at times, demotivating job. Republic Parking has developed hiring and training programs to prepare our people to be successful in this difficult job.



Based upon the geography, distance between locations and the nature of St. John's County, Republic Parking recommends utilizing a "mobile" enforcement staff. Each of our Ambassadors will operate an enforcement vehicle (Toyota Prius) equipped with a license plate recognition (LPR) system. The Ambassadors will follow a prescribed route of lots they will enforce during their work shift each day. Utilizing LPR allows the officers to quickly drive each parking lot with the system automatically identifying all paid customers, permit holders and violators. Violators will be issued the proper warning or citation. The Ambassador will place the warning/citation notice on the customer's windshield. The notice will provide all of the pertinent information and instructions for payment or contact information for assistance.

Following set enforcement routes helps avoid the claims that "the enforcement officers are targeting a specific location, or person". The routes themselves will be modified during the week/month to avoid predictability from the folks who try to avoid payment compliance. The goal of enforcement is



compliance. Republic and the County want everyone to follow the rules and pay what is due. Writing parking citations is not the objective.

## Soft Enforcement Approach

Republic Parking recommends a "softer and gentler" approach to parking enforcement for St. John's County. Our proposed process would be focused on educating the customer and payment compliance instead of maximizing parking fine revenues. Here is our proposed escalation of the enforcement process:

- **Payment Reminders** – For the first six to twelve months of the paid parking program (actual time frame to be determined by the County), vehicles found parked without payment will be issued a Payment Reminder Notice. The notice will inform the customer that no parking payment has been received for their vehicle and requesting that the customer make their payment at the meter, or using the mobile payment app, prior to leaving the lot. No fines or fees will be added to the customer's record if they comply. If they choose not to make payment after receiving this notice, then we have the option of adding a fine onto their record, or simply use this as a warning.
- **Warnings** – Following the period of Payment Reminder Noticing, we suggest using a warning program for "first time violators". The notice placed on their vehicle will serve as an educational tool as to the requirement for payment while parked. Only one warning will be issued per vehicle.
- **Citations** – After a Warning Notice has been issued, any subsequent instances of non-payment should result in a parking citation with an additional fine of \$15 - \$25 added. Citations must be paid within 14 days, after which they will be subject to further fines, and, or collection efforts.

Each Ambassador will be equipped with a handheld computer operating the real-time enforcement technology provided by Municipal Citation Solutions. Through the handheld device, each officer will have immediate access to scofflaw, pay-by-cell and citation history information. The handheld device will be synced with the mobile LPR system in each vehicle linking vehicle photos to the notice. We provide detailed information of the citation software and hardware recommended later in this proposal.

## Citation Payments

Customers will be able to pay for their parking citations in three convenient ways.

- **One Line Payments** – Customers can make parking citation payments using a credit card on-line. Payments will be made at the parking program website Republic will develop for the County. At the website customers will be able to see the details of their citation balances. A link to this payment window can be affixed to the existing County website for convenience.
- **Mail In Payments** – Customers will be able to send their citation payments to Republic's payment processing center.
- **Call Center** – Customers will also be able to call our 24/7 call center for assistance in making their citation payment.



## Citation Management

After parking citations are issued there is an additional management process required to maximize the percentage of citation payments that are collected. Republic Parking will manage this entire process for the County. Republic Parking has helped many cities make dramatic improvements to their citation collection rates. The effective payment collection for issued citations requires a detailed, comprehensive methodology. The headlines of newspapers across the country tell the story of huge unpaid parking citation balances on the books in cities of all sizes. As cities struggle to meet their financial obligations in a tough economy, collection of these citations becomes more important.



### Citation Collection Processing & Management Clients of Republic Parking System

City of Hartford, CT

City of Charlotte, NC

City of Cedar Rapids, IA

City of Chattanooga, TN

New York City Transit Authority

City of Mobile, AL

St. John's County, MA

City of Lincoln, NE

City of Omaha, NE

City of Lawrence, MA

Lauderdale by the Sea, FL

City of Waterloo, IA

## Citation Appeals Process

Administrative hearings are a vital component of a parking enforcement program. Citizens deserve the right to ask questions, dispute the legitimacy of a parking ticket, or simply express their disagreement with the current ordinances in place. The appeals and hearing process must have a customer service focus. The process of filing an appeal and requesting a hearing should be simple and easy. Our staff will be specifically trained on administering the appeals process and managing the hearings. Below are some of the keys of our appeals-and-hearing-request process for St. John's County parking program:

- **On-line Appeals Process** – Customers can complete their appeals request from their home computer. The customer will start by going to our customized parking website for St. John's, where they will have step-by-step instructions on appealing a ticket. The entire appeals process will be tracked, managed and reported in our VATS enforcement software system.



- **On-line Hearing Option** – Most hearings are simply a case of educating the customer on the parking ordinances and explaining to them why they received a parking ticket. A large majority of hearings can be resolved quickly and easily through an on-line hearing. By offering this convenient option, we hope to reduce customer frustration and improve their impression of the overall parking program.
- **Photographic Documentation** – Republic Parking will utilize LPR photographs, as well as photos taken from the handheld ticketing devices, to provide our customers with comfort and assurance that the ticket they received was accurate. The photos will also identify if our enforcement staff made a mistake. Hearing officers will have complete access to all photos associated with every citation (not all citations will have photos, such as a non-payment meter violation) to accurately make a ruling on an appeal.
- **Customer Help Line** – Republic Parking will offer our customers the ability to call Republic Parking's call center at any time of the day to answer questions regarding a parking ticket or help in appealing a ticket. Our customer support staff can even file an appeal for the customer over the phone, for those without access to a computer/internet, or for those who simply are not comfortable using a computer. *Our goal is to make it easy for EVERYONE to appeal a parking ticket, if they want to do so.*

Republic Parking manages the citation appeals program in numerous cities, including New York City Transit Authority, Mobile, Chattanooga, Hartford, Lawrence, Cedar Rapids, Omaha and Lincoln. Providing citizens with the ability to have a hearing is a critical component of an effective parking enforcement program. While typically we see 70% - 85% of the citation appeals denied, oftentimes, the hearing process provides the opportunity to educate and inform the customer of the local parking ordinances. We have found that an organized and well-managed appeals process is key to the program's success. Making sure the hearings are properly scheduled, the evidence is readily available to the hearing officer, and the results are clearly communicated and recorded, are all important elements.

### Keys to effective appeals process:

- Clear Instructions for filing an appeal (on-line & in person)
- Publishing *Common Reasons Why Appeals are Denied* (helps reduce the number of frivolous appeals and educates the public)
- Provide citizen all evidence supporting citation (photos, etc.)
- Appeals-notice process managed on a schedule
- Maintain hearing schedule to minimize citizen wait time
- Document hearing through digital and video recording
- Clearly inform citizen of hearing outcome in writing
- Ensure citation database is updated timely on appeals results (failure to properly update the database is a common issue and results in lost revenue)
- Prepare documentation necessary for further appeals to the court system



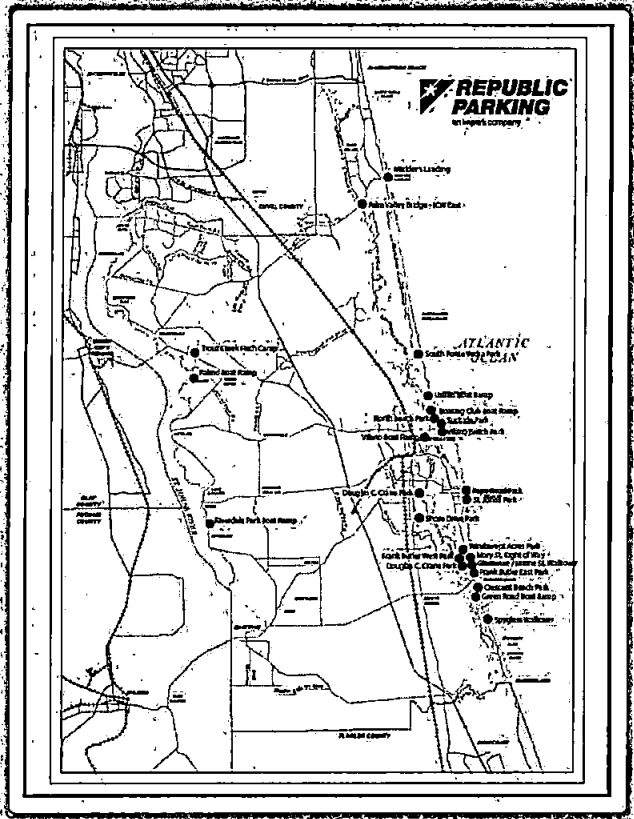
### 3d – Proposed Operating Plan

#### Program Overview

Republic parking will provide a turnkey solution for St. John’s County including all equipment, staffing and resources needed to collect parking fees, process parking permits and enforce the County approved parking regulations.

Each of the County parking lots and boat ramps will be set up in a consistent technology and signage perspective. Consistency avoids confusion and frustration by reducing the learning curve on the parking program for customers. Each of the locations will have the appropriate number of multi-space meters for its size and anticipated utilization level. Kiosks will be installed to shelter the parking meters and customer while making payment at the higher volume parking lots.

A quality signage package will be developed for the St. John’s County parking program. The signage will provide all of the critical information needed by the customer to understand the parking regulations, rates and payment process. The following graphics provide an example of the overall signage, meter location and layout plan we recommend.





1

2

3

6

**P**

**PARKING**

PAY AT PAY STATION IN ADVANCE

**P**

Pay to Park  
ppprk.com

FOR PAY BY APPS  
Resort Parking

ZONE XXXX

**INSTRUCTIONS**

ENTER ALL CHARACTERS OF YOUR LICENSE PLATE

SELECT RATE / TIME


INSERT CASH OR COIN

TAKE RECEIPT

NO TOLLS PARKING LIMIT TIME

NO PARKING IN PROHIBITED AREAS

NO CHANGING, NO RESERVATION, NO RESERVATIONS



4

**PARKING RATES**

VISA

\$5.00 ALL DAY

8:00 AM - 1:00 PM

5

**TERMS & CONDITIONS**

FAILURE TO PAY MACHINE FOR PARKING, OR PARKING BEYOND THE TIME LIMIT WILL RESULT IN VEHICLE IMMOBILIZATION (BOCT) AT THE OWNER'S EXPENSE.

ANNUAL PASSES AVAILABLE \$50

REF CYCLIC LICENSE

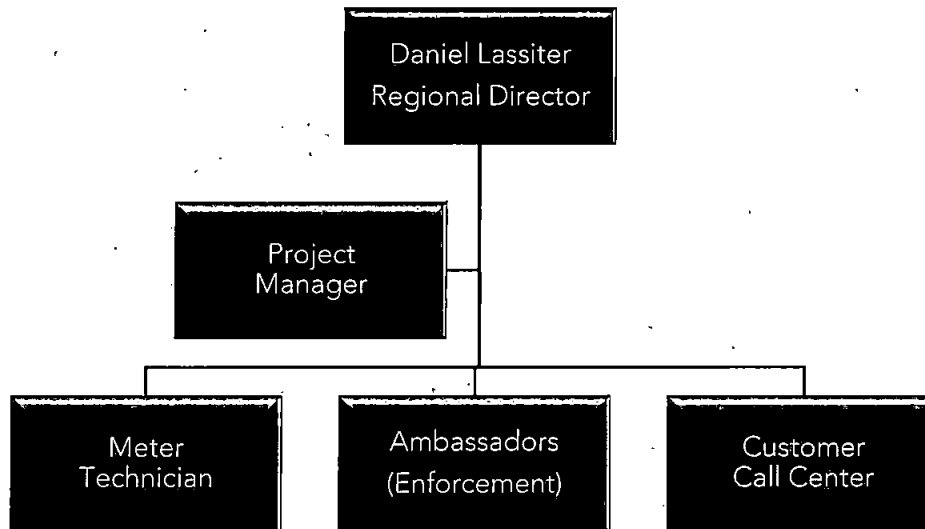






## Management & Staffing

The following is our recommended on-site organizational structure for the St. John's County's parking program. Republic Parking will provide a dedicated Project Manager to oversee the day to day operations and act as the County's primary point of contact. Daniel Lassiter, Regional Director, is based in middle Florida and will provide support to our on-site program team and the County staff.



## Staffing Schedule

As the County desires a "cashless" system, the need for staff to manage and support the parking program are greatly reduced. Republic Parking will have a certified technician on staff to perform meter maintenance and repairs. Our technician will also be cross trained to perform enforcement duties when their work levels allow. The remaining staff will be comprised of our Ambassadors who will perform parking enforcement for the program. Republic Parking will develop an optimal enforcement staffing schedule that allows us to maximize payment compliance based upon parking utilization and payment habits. Staffing of the enforcement program will be constantly evaluated, after the new program is launched and the new technology fully in place. Until the parking operation is fully functional and performing it is impossible to establish a definite enforcement schedule. The following represents our recommended standard operating hours and staffing schedules, once the program is stabilized:

- Meter Technician: Monday thru Friday (9 am to 6 pm)
- Enforcement: Staff:
  - Projected a two-person enforcement team:
    - Monday – Friday, Flex Scheduling, Base Coverage (8 am to 7 pm)
    - Saturday & Sunday, Flex Scheduling, Base Coverage (9 am to 10 pm)



## Hiring and Training

Republic Parking’s goal to provide St. John’s County’s with a first class parking program directly correlates to the quality of our team members. We believe that by offering a higher wage and better benefits, we will be able to bring in a better staff that will deliver the level of customer service that the County truly desires and expects.

Along with higher wages, Republic Parking will set the bar higher for performance and accuracy. Errors that inconvenience and frustrate citizens and visitors parking to St. John’s County will not be ignored. They will be addressed, reported and tracked. Employees will be rewarded for quality work and counseled for mistakes. Customized training will be developed for our staff and will be used to reinforce the importance of customer service on an on-going basis. The following section provides an overview of the hiring, screening and training process that all of our team members will go through.

### Employee Selection

Republic Parking understands that our ability to provide a quality service to our clients is directly linked to the quality of people that we employ. Republic Parking focuses a tremendous amount of resources and time to the hiring process. Hiring well has a direct correlation with employee retention. By taking a methodical patient approach to matching qualified candidates to available positions, we keep turnover low, reducing operating costs and improving efficiencies. We are very proud to have the lowest employee turnover rate in the parking industry among national companies.

### Description of Hiring Process

Employee candidates are found by reference or ads placed in local papers, job boards or Career Builder. These potential candidates then fill out an application on-site that includes an aptitude test. The test measures basic math and problem-solving skills. Only applicants that pass the aptitude section are selected for further consideration and invited for interviews.



### Pre-employment Screening

The success of any parking program begins with the recruitment and hiring of the proper caliber of staff. To enable Republic Parking System to select the best possible staff for employment, several pre-employment procedures will be undertaken. All staff will be required to complete the approved screening process before commencing work.

For all potential applicants, two telephone reference checks are conducted by the manager in charge. Republic Parking System tries to contact the applicant’s two most recent employers. Additionally,



motor vehicle checks, honesty and integrity testing and, where clients allow, drug-and-alcohol screening.

Prior to being hired, applicants are screened for past criminal problems. Drug screening is also performed for all employees (where our client's consent), and always for employees who will be operating vehicles or in dangerous positions. Managers, bookkeepers and cash handlers are also screened for credit problems.

To ensure compliance with the Company's pre-employment practices, checks and balances are in place, ensuring that no payroll checks are issued to employees until all the pre-employment testing showing satisfactory compliance with company standards is on file at the central payroll office in Chattanooga.

### Training Resources

Republic Parking will utilize a multi-faceted approach to training for the St. John's County On-Street Parking Program. Training will be provided by both Republic Parking and Diversified Technologies on the specific operational training pertinent to the respective employees. Customized training will be developed specifically for the St. John's County operation.

### Employee Training

Republic Parking understands that the value you receive from an employee will depend upon the value of training you offer them. Training gives you the opportunity to define the expectations of each role, as well as give them the tools to meet those expectations. Each of our employees will receive both on-going operational training and customer service training.

### Employee Training Matters!

The proper training of our employees is one of the highest priorities at Republic Parking. We have developed the most effective training materials used in the parking and transportation management industry. HR department can interface with associates at every level, analyze their jobs and responsibilities, and structure training programs that ensure the employee has the knowledge and skills to perform at a high level of proficiency. In addition, we prescribe individual training for those managers who have specific individual needs to ensure they have all the skills necessary to succeed.

Our HR department takes a hands-on approach to training and development. Our staff monitors the progress of each management trainee to ensure that they are progressing at the expected level and covering the required materials. They communicate frequently with the trainee and the trainee's supervisor to check on the trainee's advancement. In addition, they make field visits to conduct customer service workshops onsite, engaging directly with the employees who interface with the patrons.

### Management Training Program

Republic Parking System provides a structured training program for all managers that is fully hosted and managed on-line. The e-learning training program consists of customized flash-based e-learning



courses, quizzes, interactions, assessments and surveys. Each manager's progress is tracked online to ensure they are progressing in a satisfactory manner.

The program consists of a series of formal e-learning courses that are graded and evaluated for performance. Additionally, the program includes less formal "webinars" that provide live interaction. All the content is developed in-house and presented by senior management. On-Line Training Program consists of the following modules.

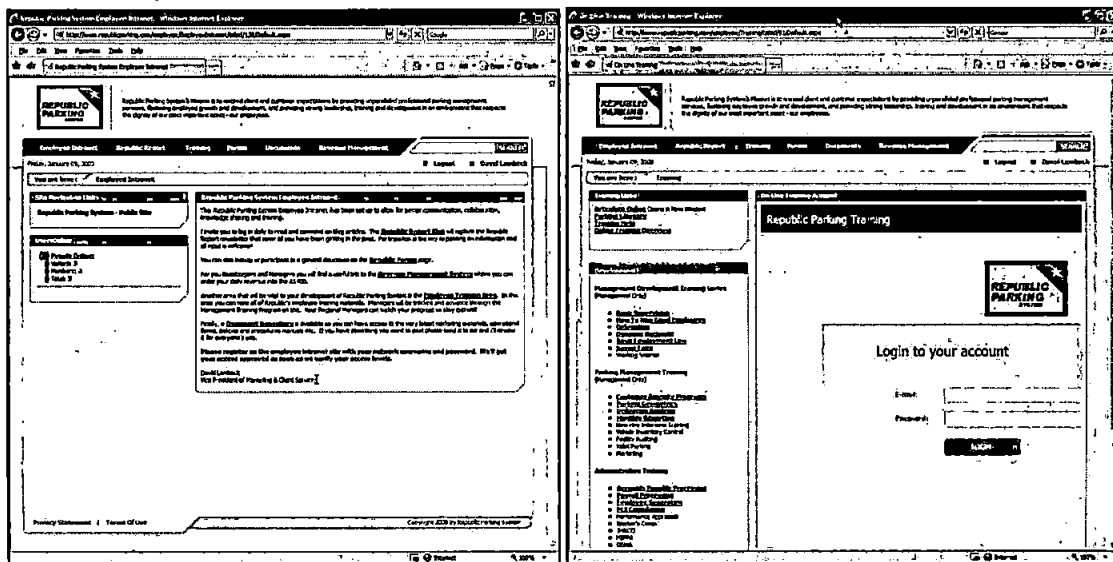
### Management Training Modules

MANAGEMENT DEVELOPMENT	PARKING MANAGEMENT	ADMINISTRATION
<ul style="list-style-type: none"> <li>Basic Supervision</li> <li>How to Hire Good Emp.</li> <li>Delegation</li> <li>Dynamic Decisions</li> <li>Basic Employment Law</li> <li>Savior Faire</li> <li>Working Smarter</li> </ul>	<ul style="list-style-type: none"> <li>Parking Geometrics</li> <li>Utilization Analysis</li> <li>Revenue Control</li> <li>Customer Amenity Programs</li> <li>Facility Auditing</li> <li>Monthly Reporting</li> <li>On Street Operations</li> </ul>	<ul style="list-style-type: none"> <li>Employee Separation</li> <li>Payroll Processing</li> <li>PCI Compliance</li> <li>A/P Processing</li> <li>PARIS A/R System</li> <li>Revenue Mgmt. System</li> </ul>

Where appropriate, the module is accompanied by a field training manual, worksheets and sample materials. Our management training program turns out well developed, multifaceted managers who are successful in managing complex properties and transportation systems for our clients and our company.

### E-Learning Training Courses

The e-learning courses are accessed via Republic Parking System's Employee intranet. The intranet also provides access to our company blog, key documents and the revenue management system where all daily revenues are posted and tracked.

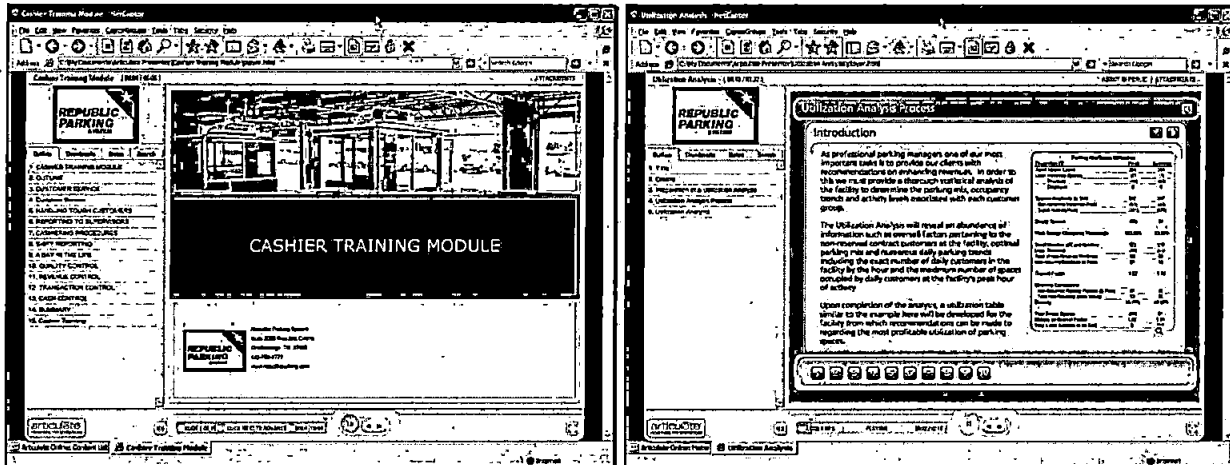




The interactive e-learning courses are multi-faceted programs that present material in a variety of formats, to appeal to each learning style. By using audio, visual and textual formats, users are able to absorb material more quickly.

The actual e-learning courses are Adobe Flash based and are interactive in nature with audio, video and graphical support. This multi-faceted e-learning program presents the user with the material in a textual, audio and graphical manner thereby helping them absorb the material much quicker.

## Sample Modules



The modules above are typical of the e-learning training courses provided. The detailed material is reviewed using PowerPoint type slides as well as ten different types of interactive material presentation methods.

## Quiz / Evaluations / Surveys

The quizzes or surveys presented at the end of the e-learning course provide 21 different graded and survey question types – including true/false, multiple choice, fill in the blank, matching, hotspot, Likert scale and more. The Quizmaker allows us to:

- Incorporate images and movies to add interest and clarity to questions.
- Provide feedback based on user responses.
- Display results and specify actions that quiz takers follow based on their scores.
- Customize buttons and labels with the choice of text and language.
- Brand our quizzes with custom colors and sounds.
- Capture quiz results through e-mail and integrate with our Articulate Online account.

## On Line Program Management

The training program is fully managed and monitored via the internet. User activity, progress and history are fully detailed for the life of the program and can be accessed by executive management at any time.



ARTICULATE ONLINE

Welcome to Articulate Online

Your Content: Quick stats about your content

You have 15 presentations and 0 quizzes.

Your most popular content over the last 7 days:

1. Accounts Payable Processing (72 views)
2. Search Logs (17 views)
3. Basic Employment Law (14 views)
4. Delegation (14 views)
5. Basic Employment Law (14 views)

Most Popular Content

Your People: Summary of users and groups

You have 201 users and 54 groups.

Your most active people over the last 7 days:

1. Natalie Johnson (njohnson@stjohns.com) (13 views)
2. Brent Matthews (bmatthews@republicparking.com) (13 views)
3. Don Eberle (deberle@stjohns.com) (11 views)

Recent Traffic

Your most active groups over the last 7 days:

1. AllStaff (132 views)
2. Managers (117 views)
3. g2000 (81 views)

ARTICULATE ONLINE

CONTENT LIST

Showing 15 content items

Content Item	Views	Score	Views
Accounts Payable Processing October 22, 2008	72	0%	164 views
Basic Employment Law October 22, 2008	14	0%	224 views
Basic Supervision October 22, 2008	14	0%	172 views
Customer Amenities October 22, 2008	87	0%	87 views
Delegation October 22, 2008	14	0%	108 views
Dynamic Decisions October 22, 2008	89	0%	89 views
Employee Separation October 22, 2008	73	0%	73 views
How to Hire Good Employees October 22, 2008	164	0%	164 views

### Reporting

The system has a comprehensive reporting capability that can track usage by employee, group of employees, content etc. It gives detailed reports on the effectiveness of the content and allows us to modify training material to better serve the training requirements of the staff.

ARTICULATE ONLINE

Brent Matthews (bmatthews@republicparking.com)

User Activity for All Time

Activity Name	Content	Status	Score	Viewed	Duration
4/7/2009 4:30 PM	Delegation	Incomplete	5/12	62%	00:01:01
1/4/2009 7:30 AM	PCI Compliance	Passed	100%	100%	00:01:42
1/5/2009 11:07 AM	PCI Compliance	Incomplete	10/10	100%	00:06:06
1/5/2009 10:49 AM	PCI Compliance	Passed	10/10	100%	00:18:01
1/5/2009 10:29 AM	Search Fairs	Passed	10/14	100%	02:56:14
1/5/2009 7:24 AM	Search Fairs	Passed	4/14	43%	00:06:10
7/15/2008 3:58 PM	Utilization Analysis	Passed	100%	18/18	00:23:30
7/15/2008 2:73 PM	Monthly Reporting	Passed	100%	17/17	00:03:54
6/30/2008 9:14 AM	Parking Geometrics	Passed	100%	29/29	00:26:27
6/24/2008 9:10 AM	Delegation	Incomplete	12/12	100%	00:10:08
6/25/2008 9:28 AM	Training Program Presentation	Passed	10/10	100%	00:14:53

ARTICULATE ONLINE

Basic Employment Law

Activity for All Time

User Name	User	Status	Score	Viewed	Duration
1/3/2009 8:43 PM	Tim Bruckel tbruckel@republicparking.com	Incomplete	20/20	92%	01:16:39
1/6/2009 7:08 PM	Tim Bruckel tbruckel@republicparking.com	Incomplete	0/12	0%	00:00:19
1/9/2009 5:13 PM	Ben Turner ben@republicparking.com	Incomplete	4/12	33%	00:04:20
4/8/2009 4:54 PM	Natalie Johnson njohnson@stjohns.com	Incomplete	6/12	50%	00:18:13
1/9/2009 4:12 PM	Natalie Nguyen nguyen@stjohns.com	Passed	100%	10/12	00:07:28
1/6/2009 4:07 PM	Morgan Eberle meberle@stjohns.com	Incomplete	0/12	0%	00:01:13
1/9/2009 4:03 PM	Dwight Foster dfoster@stjohns.com	Passed	100%	10/12	01:06:40
1/9/2009 2:36 PM	Nikki McMillan nmcmillan@republicparking.com	Incomplete	0/12	0%	00:01:37
1/9/2009 10:14 AM	Reginald Culbertson rculbertson@republicparking.com	Incomplete	0/12	0%	00:01:55
4/7/2009 10:03 PM	Natalie Nguyen nguyen@stjohns.com	Incomplete	20/20	100%	02:22:40

### Webinars

In addition to the structured e-learning courses, Republic Parking System also utilizes internet-based Webinars using GoToWebinar.com. This service allows authorized, invited users to view the material directly from the Webinar Administrator's computer. This can include PowerPoint presentations, Documents, Software demonstrations and any type of material that can be electronically shared.



We present Webinars on a periodic basis allowing a manager who misses a session to view similar material during the next session.

In addition to training, the webinar format is used to have smaller, regional type meetings hosted on-line to avoid costly travel and time away from the parking facilities.

### New Technology

Republic Parking has worked with and deployed every type of parking technology on the market today. We have strong working relationships with all the major manufacturers of parking meters, enforcement software and LPR technology.

Republic Parking proposes to use the IPS Multi-Space MS1 pay station for payment collection on all of the County lots. The MS1 is an easy to use parking meter that will accept credit card payments. The MS1 is capable of accepting cash payment should the County desire to consider this option.

### IPS Multi-Space MS1 Pay Stations

Our meter plan for St. John’s County includes the deployment of 44 of the IPS meters. The number of meters per location is based upon the number of parking spaces and the anticipated business levels at each location.

**GoToWebinar™** Web Events Made Easy  
 Date Range: Jun 26 2006 11:04:56 to Jun 29 2006 15:45:06 (GMT-7:00 Pacific Time (US and Canada)) 7:00pm

**Attendee Report: 4 attendees**

**General Information**

Date	Start Time	Scheduled Duration	Actual Duration
Mon, Jun 26, 2006	7:04 PM PDT	130 Min	40:18 Min

**Registrants/Attendees:**

Registered	Opened Invitation	Clicked Registration Link	Total Attended
4	0	4	5

\*Only those with a URL can be tracked

**Attendee Details**

Interest Rating	Attended	First Name	Last Name	Email Address	Email Verified	In-Session Time	Q & A	Paths	Surveys
32	Yes	John	Green	john@gmail.com	Yes	Join: 8:03 PM Exit: 8:39 PM Duration:27.62Min			
31	Yes	Mary	Edwards	mary@gmail.com	Yes	Join: 8:05 PM Exit: 8:36 PM Duration:23.55Min			
20	Yes	Bob	Doe	bob@gmail.com	Yes	Join: 8:11 PM Exit: 8:42 PM Duration:20.54Min			
20	Yes	Susan	Roberts	susan@gmail.com	Yes	Join: 8:05 PM Exit: 8:38 PM Duration:22.77Min			



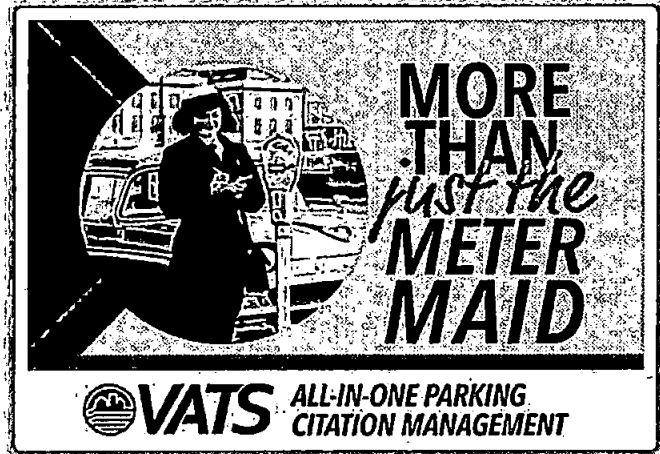
### ENFORCEMENT SYSTEM

Municipal Citation Solutions VATS – VATS provides real time electronic enforcement solution that interfaces with all pay by cell and LPR technology.



The following provides an overview of this powerful software and hardware solution:

VATS is the citation management of the future where we want to be "More Than Just the Meter Maid." It is an account-centric citation management system, which has been designed specifically for processing municipal parking citations in real-time. Throughout its evolution, the system has absorbed ancillary functions and systems to become a centralized, integrated parking management and collections system.



The VATS application supports all core and ancillary program services including: data entry, error correction, document storage, registration data acquisition, noticing, report generation and distribution, audit and control processes, quality assurance, correspondence processing, and operational management of these functions.

As far as technical specifications, VATS is a Windows-based .NET program utilizing Microsoft SQL Server 2008 and 2012 while issuing tickets from a mobile phone. The back-office program known as WebVATS is a web application accessible with Chrome, Windows IE or Firefox for any authorized user on any device with Internet access.

### Customer Service

Municipal Citation Solutions is dedicated to customer service from the corporate level down to the line employee position. We strive to provide the highest levels of customer service and satisfaction. All customer inquiries that come through our corporate office will be answered in a professional, timely manner.



All MCS employees will be thoroughly trained on how to handle customer complaints and provide information in regard to parking policies and the administrative adjudication process should we receive a call or email from one of your customers.

### Data Retention

Although hosted by MCS, all data will remain the property of the City and will remain in the database until archived. The rules for archiving data will be mutually agreed upon during the implementation process by MCS and City. Archived data is stored off-line for possible restoration based on data retention rules provided by you.

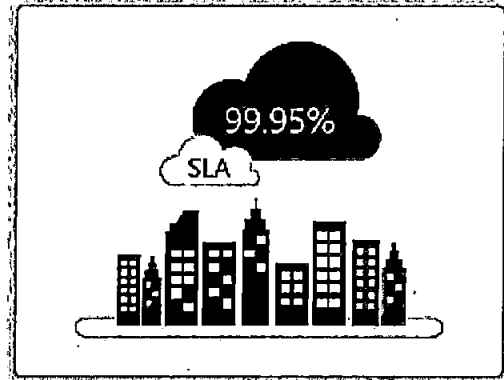
At any time MCS can transmit the database to the City. It is not a proprietary database but formatted in standard Oracle SQL. At any time, the system can download a copy of itself in a format easily imported into any ticketing system.





## Hosting/Redundancy

All data is stored on our cloud server which is hosted by Microsoft Azure. Microsoft Azure is Microsoft's official cloud platform and is the only major cloud program ranked by Gartner as an industry leader for both infrastructure-as-a-service (IaaS) and platform-as-a-service (PaaS). Having MCS host your data, your data and operation will be utilizing the same enterprise-tested platform that powers Skype, Office 365, Bing, and Xbox. Azure offers a 99.95% availability SLA, 24x7 tech support, and round-the-clock service health monitoring which is why more than 57% of Fortune 500 companies rely on Azure today. To date this year, Microsoft Azure has not had one second of downtime.



## Retrieval of Vehicle Registration

If awarded this contract, MCS will work immediately with your State's Department of Motor Vehicles (DMV) to develop the interface with their system to obtain vehicle ownership information and place vehicle registration holds if applicable. MCS would run the export in real-time or nightly batch files depending on the State's capabilities, and import returns as they are received. MCS also has access to the DMV information to 43 other states as well as Canada, including the states surrounding your area. MCS would run out-of-state lookup files weekly, and import the results as received.

## Security

In addition to the security offered by Microsoft Azure, all data is transmitted encrypted between the handheld ticketing devices and the database servers through a secure web service. Furthermore, WebVATS, PayVATS and AppealVATS all use a secure (HTTPS) website, with a security certificate verified by the Network Solutions Certificate Authority (NSCA). The data sent is fully encrypted with RCA 128-bit encryption. All financial data is certified as PCI compliant through our credit card processor provider in Paypal.

magazine (October 2014) allowing MCS to attract brilliant software developers in town without having to outsource any web development overseas.

## Enforcement Hardware

VATS is the citation management of the future as one of the first enforcement systems operating on a cell phone. All ticketing is done in real-time. Citations are immediately available both to the program office staff for processing, or to customers should they wish to pay or contest the citation immediately after receiving it. No morning or evening synching of devices in a device cradle is required as with most citation management systems, as VATS pushes any database or program changes as needed anytime of the day.



## Enforcement Software

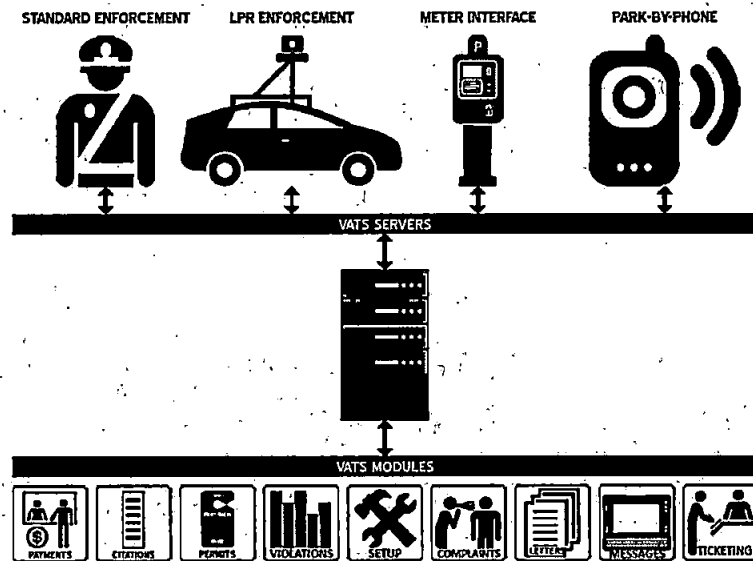
VATS citations are issued in real-time with handheld devices connected with 4G connectivity. Once the parking enforcement officer prints the citation, it is immediately stored in City's citation database along with all pictures and is available immediately for processing.

Upon entry of the vehicle plate, VATS checks in real-time if the owner of the vehicle being cited has outstanding citations and might be eligible for immobilization. It also checks for other information such as if the vehicle is a valid permit holder or if the vehicle paid the meter by phone.

The citation issued is customizable to City's specifications and can include images of the city seal or parking logo and can also print barcodes for cashiering interface.

### VATS mobile handheld software is able:

- **Real Time Processing** – Very few systems utilize real-time processing. This means that the issued citation immediately is posted to the database, rather than at the end of the day. That way the City staff, the enforcement officer, the project staff, and even the customer have up-to-date information about ticketing. Under the other systems, many complaints from parkers trying to pay a citation, but who could not because it was not yet "in the system".



- **Scofflaw/Hotlist Alerts** -- Upload "hot lists" to identify vehicles of interest, either for issuance of parking violations or other client-defined functions. Examples of possible hot lists are for scofflaws (repeat offenders), permit holders, or vehicles wanted by law enforcement.
- **Electronic Chalking** – To check time zone violations, your team can perform "electronic chalking" to determine overtime violations in parking areas. Our chalking application also alerts the user of scofflaw and permit hits.
- **Revenue Control Equipment Integrations** – VATS can integrate with revenue control systems offering pay-by-space or pay-by-plate payment options including all major pay-by-phone providers. Upon entry of the vehicle plate number or space number, your officers will receive alerts of payment information.



- **Broken Meter Tracking** – Included with our enforcement system at no up-charge, your users can enter in meter numbers that are broken, which will then alert the field tech of the issue. Furthermore, all broken meter alerts are then tracked and available in our back office standard report.
- **Complete Package** - Read registration sticker barcodes to integrate with the local DMV vehicle information where applicable, print barcodes on parking citations, offer GPS tracking on handhelds, offer electronic signatures and more!

### Real-Time Communications

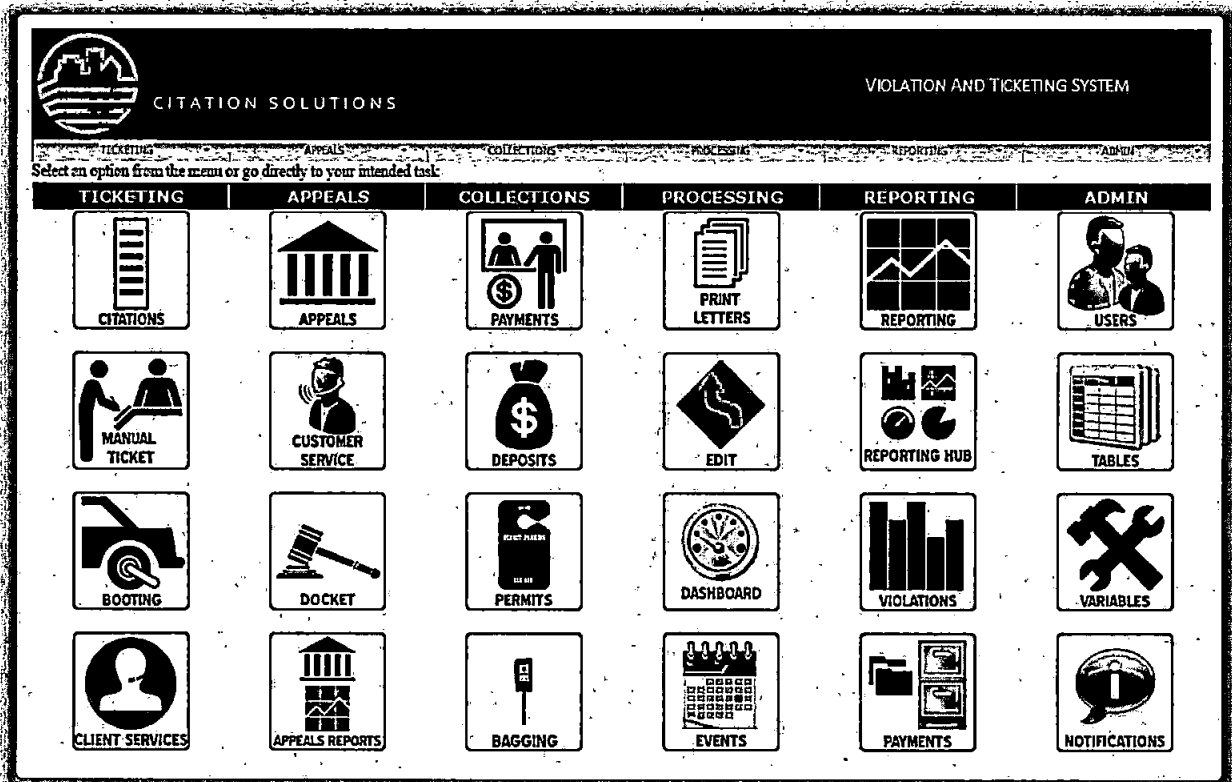
Our cloud-based solution ties your system together. Our real-time 4G handhelds can communicate with your meters, pay-by-phone system and back-office system (scofflaws & permits) to tie your parking operation into one simple system.

### Backoffice-WebVATS

The VATS back office software, known as WebVATS is an intelligent and intuitive system. Context-sensitive menus make navigating WebVATS easy to use. Furthermore, shortcut Widgets are provided for the most commonly used features and modules.

### Features and Modules of WebVATS

Some of the basic features and modules of WebVATS are described below:



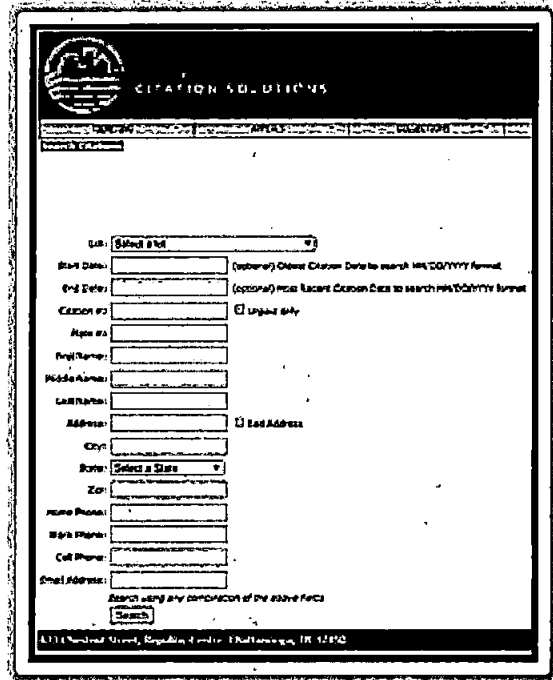


### Account and Citation Inquiry

The account-based structure of VATS affords your operation the ability to locate individual citations as well as accounts by numerous search criteria. This structure enables the rapid and accurate identification of all citations for a specific violator, as well as the total amount owed by the violator. Users can seamlessly move from record to record within an account, review data at a high level, or drill down to the smallest detail record.

Search criteria include ticket number, license plate number, registered owner name, address, email, phone number, date, street, violation and officer. Searches may also be performed using partial data such as the first characters of a name. Additional data fields can be indexed and used as an access criterion at a city request.

The VATS database will be available to the City employees 24 hours per day and 365 days a year.



### Appeals/Adjudication

Our adjudication and court scheduling module provides the ability to easily provide an administrative review of a parking citation, schedule formal hearings, display and modify hearing schedules, and prepare hard copy citation history, supporting complaints and calendar documents. The rules and processes for adjudication of parking citations vary from jurisdiction to jurisdiction. Accordingly, when developing the Adjudication and Court Scheduling module, MCS took care to make the module easily customized and extremely flexible to accommodate a wide variety of jurisdictional rules and regulations. Additionally, the module allows authorized users to update the disposition of adjudication hearings, and make any changes to the violator’s account based on the updated disposition.

The module can also be configured to support different schedules for hearing officers and court, allowing MCS to maintain separate schedules for requested hearings and system-scheduled hearings. Dozens of customizable adjudication letters can be easily printed in the Appeal module.

### Boot/Tow Module

WebVATS offers a Boot/Tow tracking module which is included in all packages. Parking Enforcement Officers can enter boot transactions or boot tickets and the parking clerks track them properly to ensure the boot is removed when paid or the vehicle is towed if not paid. The Boot/Tow Module will also add boot/tow fees and even track the tow to a specific tow yard for increased customer service if the citizen calls to find out where the vehicle is.



### Cashiering Modules

WebVATS is a browser-based interface which can be accessed on any Internet-connected computer. The great thing about this is no cashiering software application is needed to access our system or accept payments. All payments are electronically validated retaining the date, time, user, payment method, payment type and amount. An electronic image of the receipt is saved for every payment. Payment receipts print on a standard sheet of paper so typical office printers are all that is needed for printing payment receipts. Barcode Scanners are available upon request if you want your parking citations to come with barcodes printed on them.

### Citation History

All changes or edits made to a citation, customer account, or vehicle record whether by a user or system rule are logged and visible in our Citation History feature. The Citation History for any Citation can be printed for the customer or parking team. Citation History is not editable to ensure full transparency of citation management. Furthermore, many of the more serious changes such as Voids, Citation Balance Adjustments and Payment Adjustments can be accessed by a standard report to ensure no improper actions are taken.

**-hide Citation History**

Action Date Time	Description	User
5/5/2015 9:53 AM	CITATION ISSUED	21311
5/18/2015 11:44 AM	CUSTOMER UPDATED	Isaiah Mouw
5/24/2015 11:25 AM	Color changed from BLUE to RED	Isaiah Mouw
5/24/2015 11:26 AM	NOTICE 1 GENERATED	21311
5/24/2015 11:26 AM	LETTER SENT - Notice 1	Im61839818

[Print Citation History](#)

### Client Services

Our Client Service module keeps users up-to-date on all new features and updates. All manuals can be downloaded from this module. Users can also upload their own reports or forms under our "My Documents" feature. Dozens of training videos can be viewed in this module. Lastly, users can purchase additional accessories for your units and printers through our shopping store.



- [My Documents](#)
- [User Manuals](#)
- [Go To Assist](#)
- [Click 2 Call](#)
- [Training](#)
- [Shopping](#)

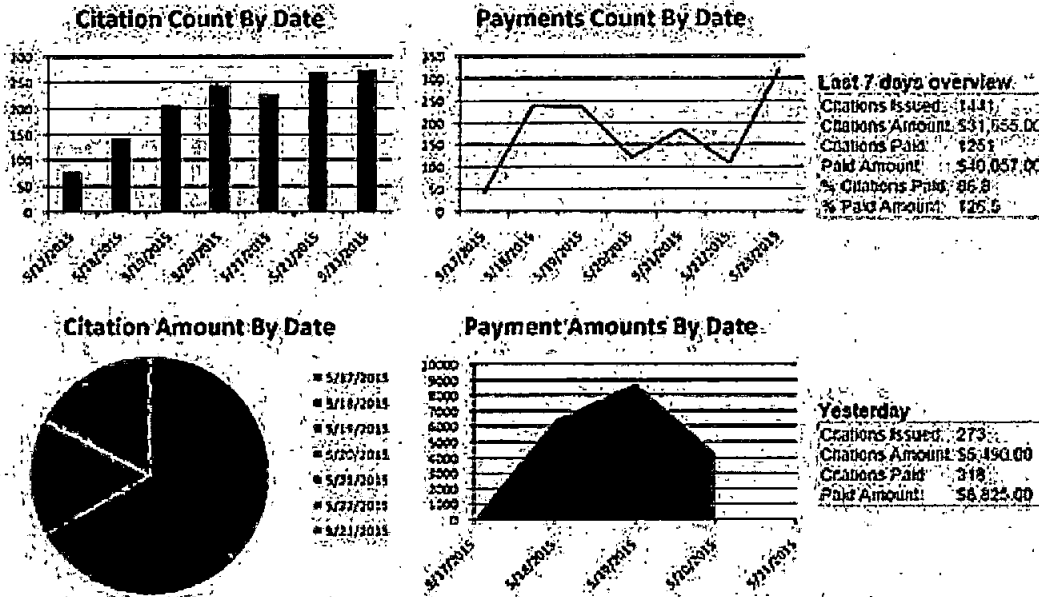


## Dashboard

VATS offers a dashboard for users to see account details and specifics that they wish to see on a regular basis. The Dashboard can be displayed with a weekly or annual view of your operations.

### VATS Dashboard

WEEK YEAR-TO-DATE PAST 12 MONTHS



## Manual Citation

WebVATS also provides the ability to enter "manual" citations into the system. Manual citations are citations usually written by Police officers using traditional ticket books. Once entered into the system, citations can be tracked, notices sent, and payments accepted just as if it were issued by the electronic handheld.

## Notes/Comments

Users of WebVATS can add enter in notes about a specific citation or customer. Our customer service department will add a note for any involvement with a customer whether it be a call, email or letter. Users can select a note reason, add the note description, and attach an unlimited number of documents.

## Notice Processing

MCS will automatically generate and mail Notices of Unpaid Parking Citation, Delinquent Collection Notices, and Scofflaw Notices or any other notices as defined in the RFP using our WebVATS Processing module. MCS will work with your team to establish and fine tune the notice generation and mailing program to meet the needs of your operation. Notice files are created on a predetermined schedule, printed and mailed the next business day.



WebVATS maintains a saved image of all notices mailed. Users can access these saved notices by citation number, license number, or any citation search criteria. Authorized City and MCS personnel will have the ability to view and assess notices by date mailed or violations status as a citation moves through the noticing and collections cycle. In addition, the system will provide a report of all notices mailed on a given date for quality assurance purposes.

## Online Citation Payments & Appeals

MCS will also be providing an on-line payment feature at no extra charge. Through a user-friendly website ([www.payvats.com](http://www.payvats.com)), this module allows citizens to locate individual citations by citation or license plate number. Once users locate citations, they can select multiple or individual citations with all major credit cards accepted.

MCS can also create an online appeals module available at no extra charge. With [www.appealvats.com](http://www.appealvats.com), users can appeal their citation online by filling out the electronic form and adding multiple attachments to support their claim. Our appeals website can also prevent citizens from appealing if the amount of days to appeal has expired.

Both links can be "i-framed" to your operational website. With online citation payments and appeals, your operation will see improved efficiency due to having less foot traffic in the office, and you will receive higher customer satisfaction from customers not having to take a trip down to the office.

## Permitting

Our permitting management module, is fully integrated with our enforcement system, cashiering system and financial reporting system. The program allows the sale, fulfillment, enforcement and administration of permits for these parking environments: Neighborhood Residential Parking Permits (RPP), University Parking Permits, and Beach/Seasonal Permits.

Permit sales are fully integrated into WebVATS, from the permit purchase itself to the financial tracking. The user can easily define then edit the permits to fit the user's needs. Once defined, the payments can be made through the standard WebVATS Payment module. Permit renewal notices are auto-generated daily, based on parameters set by the user, to notify permit holders that their permits are about to expire. When a vehicle plate number is entered that matches a permit plate within WebVATS, the enforcement officer will be notified with a message of the valid permit.

## Reporting

WebVATS easy-to-use reports system offers access to all standard management reports. WebVATS allows project-authorized users to perform real-time, custom queries of all the information in the production database, providing accurate, up-to-the-minute program information to users. This provides a useful alternative to other ticket processing systems' reporting tools that present information in rigid, hard to use reporting generators.

Many of the standard WebVATS reports are available to be auto-emailed to users or non-users of the system. Reports can be created to auto-email on daily, weekdays, weekly or monthly basis.



### System Variables

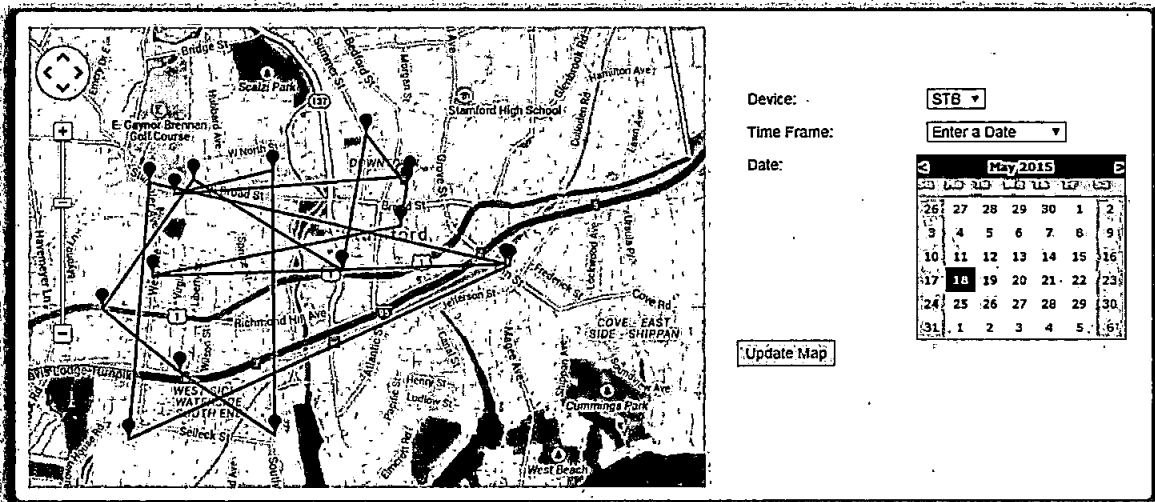
MCS relies on SQL database processing so this system can be rapidly adapted to your ever-changing needs. Many changes such as fine increases, late fee amount and notice text or sequencing can be deployed quickly by you city project manager. WebVATS includes administrative and setup tools for you to make changes to your business rules without assistance from MCS. With some vendor systems, these changes can take days, weeks or months, whereas with WebVATS this can be done with a click of the mouse with an appropriate user credential.

### User Rights and Roles

VATS "User Rights and Roles" feature allows you to create roles and rights for your users. You can easily set up users with view only access or zero in on specific tasks you want certain users to be able to access or not access such as voiding of citations or adjusting citation balances.

### VATS Tracking

With our VATS Tracking Application, your supervisors can see where all handhelds are at a given time or they can view route information for a given date or timespan providing another auditing tool to ensure maximum production.



### License Plate Recognition (LPR)

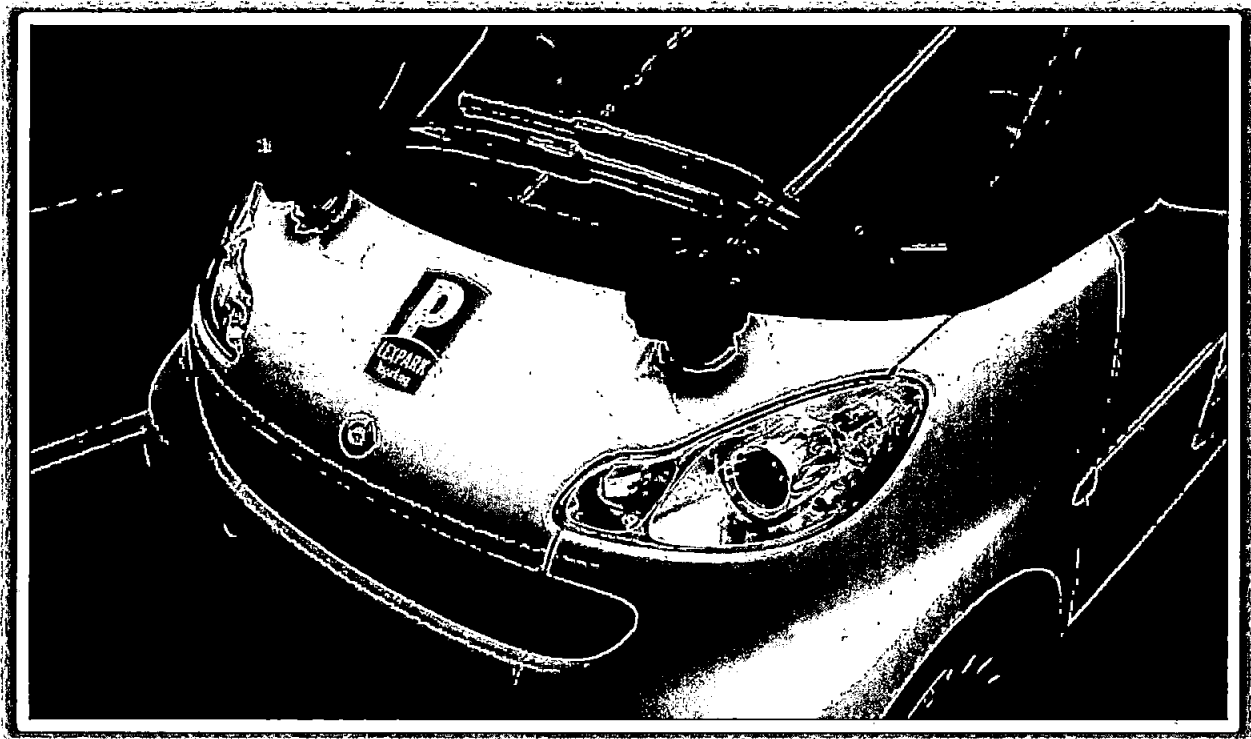
Municipal Citation Solutions (MCS) is a reseller of the Genetec LPR technology. Genetec is the world leader in LPR technology for parking enforcement. If you look at any city that uses LPR technology, they most likely utilize Genetec equipment. Republic Parking has worked with MCS to implement over \$1.5 million in LPR enforcement technology for our municipal clients over the past five years.







- **Time Limit Enforcement** – LPR is by far and away the most efficient tool for monitoring Time Limit Zones. Manual or electronic chalking are limited and very time consuming. Without effective enforcement of time limits your space turnover rate is slowed limiting the short term parking so necessary to downtown businesses.
- **Scofflaw Identification** – There is no better way to identify scofflaws than LPR: With an active list of scofflaws loaded into the LPR computer database scofflaw identification has proven 400% - 1000% more effective than waiting for a match using a traditional handheld unit.
- **Virtual Permitting** – Using LPR, permitting now can be done using customer plate numbers instead of stickers/hangtags. Enforcement is much faster and accurate, administrative and supply costs are reduced and customers do not have to deal with the sticker/hangtags anymore.
- **Pay by Plate Option** – Having an LPR unit will give the option of going to “pay by plate” with the new multi-space meters. Pay by plate, which easily integrates and adapts with pay by phone, makes enforcement much faster and accurate. Now an officer can drive down the street instead of walking and checking every vehicle (or pulling every payment report) making them much more efficient.

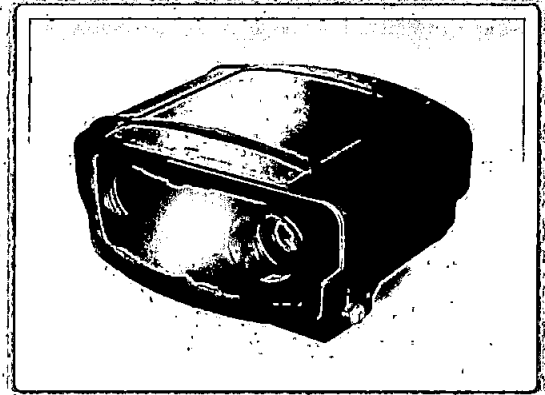


The LPR system has the capability to provide extensive data about parking system. The LPR photographs all vehicles and maintains a log of the vehicles, their location and time of parking. This data can be used to determine parking space utilization, length of parking and turnover, as well as the violation rate and effectiveness of current enforcement.



## How does the LPR System Work?

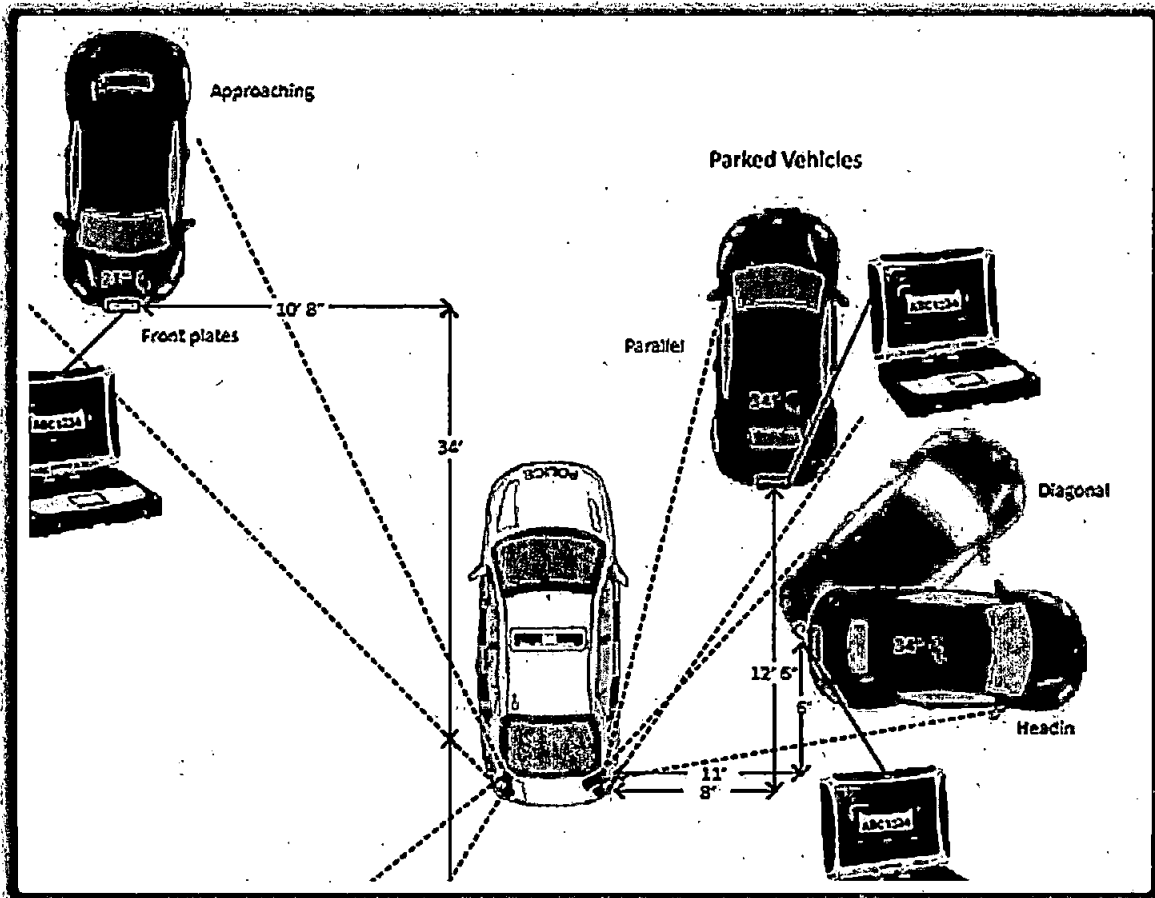
The LPR mounts high-definition cameras on a vehicle. The camera consists of two lenses – first a lens for visible light and the other for infrared light. The system takes the photographs of each vehicle with both lenses, using the infrared image to process the reading of the plate. This facilitates vehicle identification in low light.



Placement of cameras depends on the objective of the enforcement. Cameras can be set to read the vehicle license plates in the following configurations:

- Passenger-side parallel parking – first camera
- Passenger-side angle parking (45° or 60°) – first camera
- Passenger-side, pull-in parking (90°) – second camera
- Driver-side, parallel parking – third camera

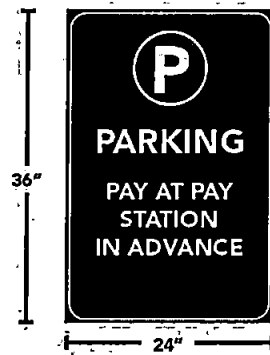
Additional cameras may be placed on the LPR vehicle to provide a side view of the vehicle. Depending on the shape and size of the LPR vehicle, typical placement of the cameras is shown:



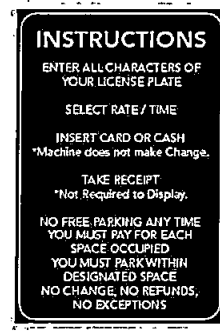


### Optical Character Recognition (OCR)

The LPR, after taking a photo of the vehicle, the software is programmed to identify the region of the vehicle in which the license plate is located. It "looks" for an area containing numbers and letters. This is why it will occasionally read street signage thinking it is a license plate. Once the plate area is identified, the program software translates the image into text, which can be processed into data which can be used in one of the enforcement functions described in the beginning of this document. The LPR program saves not only the photos from the vehicle, but also an image, called a patch, of both plate itself and the text as read by the OCR.



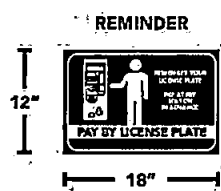
LOCATED:  
Vehicle Entrance



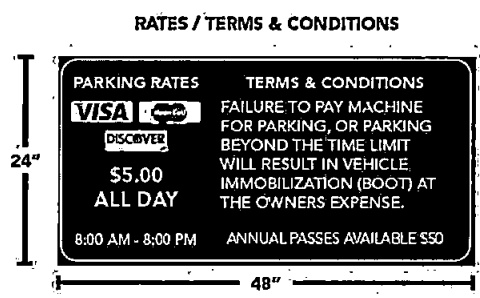
LOCATED:  
Near Pay Station



LOCATED:  
Near Pay Station



LOCATED:  
Light Posts,  
Pedestrian  
Entry / Exits



The VATS-LPR vendor is a world-wide distributor of its software and has customized the OCR engine for every country and every U.S. state. The LPR system will not read every plate, nor will the OCR always be correct. This does not affect enforcement. The LPR operator is alerted when a vehicle is not photographed, by pinging every successfully photographed vehicle. The operator may select, dependent on the operational rules of the parking program, to manually enter a plate. Coverage with the LPR system is more extensive and more accurate than the traditional chalking technique, whether done manually or electronically.

Typical causes for a non-read:

- Vehicle out of position
- Plate view blocked vehicles parking too close
- Plate dirty or old
- Plate obstructed by hitches, covers, frames

In addition, occasionally the plate may not be "read" accurately. With time zone enforcement this does not matter if the plate is being read consistently. The enforcement officer will verify the plate number and provide the enforcement of the plate as he reads it. Other enforcement functions do require an accurate read, but again plates may be manually entered.



## 3e – Proposed System(s) and Infrastructure for Fee Collection

Republic is proposing the IPS Multi-Space MS pay station for the St. John's parking program. Republic Parking has a long working history with IPS and we are confident in their product, support levels and their company. The following provides an overview of the MS1 pay station. We can arrange for a unit to be brought to the County for a full demonstration.

### IPS Multi-Space MS1 Pay Stations



IPS Group is a US-based, US-focused, parking solutions provider, which enables IPS to offer a solution to our partners which maximizes the value of the parking asset, delivers state-of-the-art technology, insures forward compatibility and full integration with existing technologies such as single-space meters, vehicle detection sensors, pay-by-phone, user guidance and enforcement. With IPS, you will have:

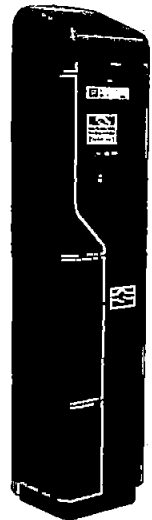
- Proven IPS technology, which is currently deployed in over 160 cities, including in the most extreme weather conditions such as Minneapolis, MN and Phoenix, AZ.
- An install base and customer references that can attest to the reliability of the system and the high level of customer service provided by IPS
- The capability of meeting the performance requirements and product delivery schedule for the City
- A competitive pricing proposal for your new IPS Freedom multi-space pay station.

### IPS Freedom MS1 Pay Station

- The Freedom MS1 Pay Station accepts payment by credit/debit card, coins, tokens, smart card, pay-by-cell and optional bill notes



- Real-time secure credit card authorizations, coin payment, and wireless download of rates and messages via the cellular network –no additional infrastructure needed
- Large LCD screen displays messages in graphical and alphanumeric text, limiting signage and improves customer service
- Seamless integration with pay-by-cell, IPS sensors, IPS Smart Collection System technologies, and third party applications
- Supports demand-based pricing and real-time parking occupancy systems
- Solar powered for extended battery life averaging 3+ years (AC also available)
- Secure cash box with optimal coin capacity of 600+ quarters
- Level 1 PCI-DSS and PA-DSS Certified



### Web-Based Management System

- No need for local software or new hardware installation
- Comprehensive set of financial and technical reports, and administrative management tools
- Data can be exported to software packages such as MS-Excel, MS Access, and CSV
- Always uses the latest in encryption and Internet security
- Real-time data available 24/7/365
- Intuitive point-and-click user operation

### Meter Maintenance

If the meters are not working, then a municipality cannot generate revenue. Within its operation manual, Republic Parking sets forth its standards for meter maintenance. This can be divided into two categories: responsive maintenance and preventive maintenance.

#### Responsive Maintenance

In addition to customary reports from parkers who notify Republic of meter malfunctions, every meter is continuously checked for operability by:

- **Collections and maintenance staff** — every meter is checked by maintenance and collections staff when it is collected weekly.
- **Enforcement staff** — every meter should be checked hourly by enforcement staff as they proceed on the prescribed route for their beats. In addition, parkers or nearby businesses may advise of broken meters. Any report is logged by the agent and immediately called in to the dispatcher for repair. Management occasionally performs blind tests to ensure that the enforcement staff is indeed submitting the required maintenance requests.
- **Management staff** — in addition to identifying broken meters while conducting field supervision, management staff reviews the meter audits daily to determine any anomalies. The audit may show





a meter receiving little or no revenue, in which case maintenance is ordered. Republic's manager will monitor the IPS reporting, notices and alerts for meter issues throughout the day.

Republic requires its staff to maintain a high level of responsiveness for needed maintenance. While many contracts specify that meters must be repaired within 24 hours, we feel this is not good enough. Our internal standard (and part of our operations manual) is that all meters must be repaired/replaced within four business hours of the report or observation of the malfunction.

### Preventive Maintenance

A key to minimizing maintenance, and thus maximizing revenue, is to create and utilize a preventive maintenance plan. An aggressive preventive maintenance program can provide a reduction in the number of public complaints by 30–50 percent. Of course, repairs will be done, as indicated in the previous section, on an as needed basis if identified prior to the scheduled preventive maintenance.

PERIOD	ACTION
Weekly	<ul style="list-style-type: none"> <li>• Audit meters for possible malfunction.</li> <li>• Wipe dirt and bird droppings off dome and housing.</li> </ul>
Quarterly	<ul style="list-style-type: none"> <li>• Clean credit card readers.</li> <li>• Clean receipt paper channel.</li> <li>• Test mechanism functionality.</li> <li>• Tighten loose housings.</li> <li>• Lubricate keys and locks.</li> <li>• Review meter manager for maintenance trends and specific meters with continuing problems; repair or replace as needed.</li> </ul>
Semi-Annually	<ul style="list-style-type: none"> <li>• Blow out dust/dirt from housing and mechanism.</li> <li>• Lubricate crossbar in upper housing.</li> <li>• Clean inside of dome; replace if clouded or scratched.</li> <li>• Check all decals for wear; replace if necessary.</li> </ul>
Annually	<ul style="list-style-type: none"> <li>• Replace all batteries.</li> <li>• Recalibrate coin discriminator, if necessary.</li> <li>• Repaint any scratches on poles and housings.</li> <li>• Straighten or replace any bent/damaged poles.</li> </ul>

### Meter Maintenance Training

Republic Parking System will hire a quality individual whose responsibility is to maintain all the meters for the St. John's County. We will work with IPS to provide all the necessary training for our on-site team to be highly effective in their duties. Training will cover everything from fixing coin jams to meter installation. As Republic Parking has a well-established relationship with IPS, we have a clear channel of communication and support already in place.



## Operational Standards

Republic Parking System plans to ensure all meters maintain a 98 percent or better working condition daily. An inoperable meter results in significant revenue loss.

Our meter repair plan consists of four important practices:

1. Republic Parking System shall maintain a backup of additional meter parts as prescribed in the RFP for the IPS meters in the St. John's County. We will carry an inventory of the major components, such as meter mechanisms, screen displays, solar panels and batteries. This eliminates the wait time from ordering parts from the meter vendors and allows our meter technician to repair meters immediately.
2. All meters will be visibly checked by the meter technician at least twice per week during normal rounds, as well as when the meter revenue is collected.
3. One great feature of the smart meters is their ability to send notifications of any issues via email and text. Typical issues include low power, coin jam, full money vault and jarring of the machine. We will know instantly that a smart meter is down, or soon to be down, allowing our meter technician to respond and have the unit back in service quickly.
4. In addition to this practice, each collector is required to document and call in all defective meters as they walk and drive their collection routes.

## Pay by Cell Solution

Republic Parking has implemented pay by cell solutions in a majority of our municipal parking programs. The pay by cell technology allows for customers to pay for their parking without ever having to go to a parking meter. There is no more need to swipe your credit card. Pay by cell utilization is really taking off as customers are catching on to how convenient the service is for them. Republic Parking works with many pay by cell providers and will work with St. John's County to secure the best program at the best price.

The business model for pay by cell providers is to assess the customer a convenience fee on each payment transaction they make. The convenience fee ranges between \$0.35 and \$0.45 per transactions for parking payment fees in the \$5.00 range desired by the County.

## Features of Pay by Cell

- Pay from your car, or while you are walking to your meeting, no need to stop and pay a parking meter
- Load multiple vehicles (license plates) into the mobile app
- Receipts for every parking transaction for business purposes, or to prove that you paid for your parking, which you cannot do when you pay with coins
- Ability to add time to your parking period remotely which helps people avoid getting a parking ticket for overstaying
- Reminder to help you remember where you parked your car
- Payments integrate with the enforcement software and meters



### 3f – Proposed Revenue Remittance Process & Schedule

Republic Parking is very flexible on how often the County receives the proceeds of their parking revenues. The County can select to have daily wire transfers, weekly, or monthly. The only issue to be discussed are the bank fees charged for wire transfers. Republic Parking has included the cost of a weekly wire transfer in our cost proposal. Should the County desire to change this to a daily process we would request that the County pay the cost of the additional bank charges resulting from this schedule.

### 3g – Proposed Reporting Methods and Information

Republic is capable of providing a wide variety of reports, and daily, weekly, monthly, and quarterly reporting packages are geared specifically toward your preferences.

Our monthly reporting package can provide a high level of supplemental reports for your facilities. Some of the reports that may be included in St. Johns County's monthly reporting package are listed below:

- Financial reports, including revenue and ticket summaries, income statements, budget variance, landlord detail, payroll distribution, etc.
- Permit parking revenue details, including billing, payments, etc.
- Post-billed validations reports, including billing, payments, adjustments, and aged accounts receivable.
- Parking mix/space-use report
- Facility self-inspection checklist
- Republic can also provide details on marketing initiatives, mystery parker results, personnel, and customer service as part of the monthly reporting package and according to St. Johns County's needs.







## 4 PRICING PROPOSAL

We propose the following fixed pricing for St. John’s County to provide a turnkey solution as detailed in our proposal. Our proposal is based upon a complete roll out of the program at one time, not staged. Our proposed fixed fee of \$627,229 is for Year 1 of the contract, and would be paid to us monthly in equal installments on the 1<sup>st</sup> day of each month. In order to manage escalating operating costs, pay increases and cost of goods, we will require a 3% annual escalation for each subsequent year of the contract.

<b>ST. JOHN’S COUNTY OPERATING BUDGET</b>	
<b>Expenses</b>	<b>Annual Totals</b>
Labor and Wages	\$211,030
Payroll Overhead	\$54,024
Uniforms	\$1,200
Hiring and Training	\$1,500
Liability Insurance	\$13,170
Vehicle Insurance	\$7,900
Vehicle R&M	\$3,600
Vehicle Fuel	\$7,200
Operating Supplies	\$9,500
VATSS Enforcement Software	\$31,750
Custom Website	\$4,750
Unpaid Citation Noticing	\$9,900
Signage Repairs	\$3,200
Program Office Space Costs	\$13,600
Customer Call Center Services	\$9,000
Cell Phone and Data	\$7,200
Annual CPA Audit	\$10,000
Data Charges MS Meters	\$23,760
MS Meter R&M	\$9,000
CAPEZ Depreciation	\$147,945
Management Fee	\$48,000
<b>Total Expenses</b>	<b>\$627,229</b>

**REQUEST FOR PROPOSALS (RFP) NO: 19-33  
PARKING MANAGEMENT PROGRAM**

**PRICING PROPOSAL**

Each Respondent shall insert and submit a pricing proposal with the annual cost for the management of the parking program. This annual amount shall include the provision of any and all labor, equipment, transportation, subscriptions, and any other components of the parking program. The annual amount shall be divided into twelve (12) monthly installments for payment by the County. Each Respondent shall also provide a breakdown of their submitted pricing proposal to demonstrate the costs of the various components of the parking management program. Each Respondent shall also include or attach, separately, any additional costs being proposed as part of their parking management program.

PARKING MANAGEMENT PROGRAM ANNUAL FEE:	\$	<u>627,229.00</u>
MONTHLY INVOICE AMOUNT:	\$	<u>52,269.08</u>



## 5 REVENUE PROPOSAL

The following chart reflects Republic Parking's projected parking revenues for St. John's County utilizing the \$5 daily and \$50 annual permit rate. The second table reflects the parking utilization levels and details used to generate our projections.

ANNUAL REVENUE PROJECTIONS								
Lot No.	Location	# of Spaces	Daily Parking Fees	Annual Parking Passes	Citation Payments	Total Revenue	Sales Tax	Net of Tax Revenue
1	Mickler's Beachfront Park	248	\$363,165	\$3,100	\$72,633	\$438,898	\$ (26,787)	\$412,111
2	South Ponte Vedra Park	37	\$46,551	\$463	\$9,310	\$56,323	\$ (3,438)	\$52,886
3	North Beach Park	92	\$124,200	\$1,150	\$24,840	\$150,190	\$ (9,167)	\$141,023
4	Surfside Park	55	\$74,250	\$688	\$14,850	\$89,788	\$ (5,480)	\$84,308
5	Vilano Beach Oceanfront Park	24	\$31,860	\$300	\$6,372	\$38,532	\$ (2,352)	\$36,180
6	Pope Road Park	24	\$31,860	\$300	\$6,372	\$38,532	\$ (2,352)	\$36,180
7	SJC Ocean Pier Park	180	\$263,588	\$2,250	\$52,718	\$318,555	\$ (19,442)	\$299,113
8	Windswept Acres Park	43	\$57,083	\$538	\$11,417	\$69,037	\$ (4,213)	\$64,823
9	Mary Street Right-of-Way	9	\$11,948	\$113	\$2,390	\$14,450	\$ (882)	\$13,568
10	Gloria Avenue/Minnie Street Walkover	78	\$109,205	\$975	\$21,841	\$132,021	\$ (8,058)	\$123,963
11	Frank Butler Park East	116	\$164,539	\$1,450	\$32,908	\$198,897	\$ (12,139)	\$186,757
12	Crescent Beach Park	131	\$185,815	\$1,638	\$37,163	\$224,616	\$ (13,709)	\$210,907
13	Spyglass Walkover	23	\$30,533	\$288	\$6,107	\$36,927	\$ (2,254)	\$34,673
14	Palm Valley Bridge-ICW East Boat Ramp	40	\$30,225	\$500	\$6,045	\$36,770	\$ (2,244)	\$34,526
15	Usinas Boat Ramp	23	\$17,379	\$288	\$3,476	\$21,143	\$ (1,290)	\$19,852
16	Boating Club Road Boat Ramp	15	\$11,334	\$188	\$2,267	\$13,789	\$ (842)	\$12,947
17	Vilano Boat Ramp	225	\$185,414	\$2,813	\$37,083	\$225,309	\$ (13,751)	\$211,558
18	Doug Crane Park Boat Ramp	45	\$37,083	\$563	\$7,417	\$45,062	\$ (2,750)	\$42,312
19	Shore Drive Boat Ramp	15	\$12,361	\$188	\$2,472	\$15,021	\$ (917)	\$14,104
20	Palmetto Road Boat Ramp	5	\$4,120	\$63	\$824	\$5,007	\$ (306)	\$4,701
21	Frank Butler Park West Boat Ramp	50	\$41,203	\$625	\$8,241	\$50,069	\$ (3,056)	\$47,013
22	Green Road Boat Ramp	6	\$4,944	\$75	\$989	\$6,008	\$ (367)	\$5,642
23	Riverdale Park Boat Ramp	30	\$24,722	\$375	\$4,944	\$30,041	\$ (1,834)	\$28,208
24	Palmo Boat Ramp	70	\$57,684	\$875	\$11,537	\$70,096	\$ (4,278)	\$65,818
25	Trout Creek Park Boat Ramp	50	\$41,203	\$625	\$8,241	\$50,069	\$ (3,056)	\$47,013
<b>Annual Totals</b>		<b>1634</b>	<b>\$1,962,268</b>	<b>\$20,425</b>	<b>\$392,454</b>	<b>\$2,375,147</b>	<b>\$ (144,962)</b>	<b>\$2,230,185</b>

PROPOSAL FOR PARKING MANAGEMENT — ST. JOHNS COUNTY

REVENUE PROJECTION DETAILS													
Lot No.	Location	# of Spaces	Projected Occupancy	# of Annual Passes	Peak Season Adjustment (Mar - Oct)	Peak Season Daily Revenue	Off Season Adjustment (Nov - Feb)	Off Season Daily Revenue	Daily Parking Revenue	Annual Pass Revenue	Total Annual Revenue Projections	Sales Tax	Net Annual Revenues
1	Mickler's Beachfront Park	248	90%	62	40%	\$296,205	-30%	\$66,960	\$363,165	\$3,100	\$366,265	\$(22,354)	\$343,911
2	South Ponte Vedra Park	37	90%	9	-20%	\$37,393	-35%	\$9,158	\$46,551	\$463	\$47,013	\$(2,869)	\$44,144
3	North Beach Park	92	90%	23	30%	\$101,430	-35%	\$22,770	\$124,200	\$1,150	\$125,350	\$(7,650)	\$117,700
4	Surfside Park	55	90%	14	30%	\$60,638	-35%	\$13,613	\$74,250	\$688	\$74,938	\$(4,574)	\$70,364
5	Vilano Beach Oceanfront Park	24	90%	6	30%	\$26,460	-40%	\$5,400	\$31,860	\$300	\$32,160	\$(1,963)	\$30,197
6	Pope Road Park	24	90%	6	30%	\$26,460	-40%	\$5,400	\$31,860	\$300	\$32,160	\$(1,963)	\$30,197
7	SJC Ocean Pier Park	180	90%	45	40%	\$214,988	-30%	\$48,600	\$263,588	\$2,250	\$265,838	\$(16,225)	\$249,613
8	Windswept Acres Park	43	90%	11	30%	\$47,408	-40%	\$9,675	\$57,083	\$538	\$57,620	\$(3,517)	\$54,103
9	Mary Street Right-of-Way	9	90%	2	30%	\$9,923	-40%	\$2,025	\$11,948	\$113	\$12,060	\$(736)	\$11,324
10	Gloria Avenue/Minnie Street Walkover	78	90%	20	33%	\$88,145	-30%	\$21,060	\$109,205	\$975	\$110,180	\$(6,725)	\$103,455
11	Frank Butler Park East	116	90%	29	35%	\$133,219	-30%	\$31,320	\$164,539	\$1,450	\$165,989	\$(10,131)	\$155,858
12	Crescent Beach Park	131	90%	33	35%	\$150,445	-30%	\$35,370	\$185,815	\$1,638	\$187,453	\$(11,441)	\$176,012
13	Spyglass Walkover	23	90%	6	30%	\$25,358	-40%	\$5,175	\$30,533	\$288	\$30,820	\$(1,881)	\$28,939
14	Palm Valley Bridge - ICW East Boat Ramp	40	40%	10	30%	\$25,725	-15%	\$4,500	\$30,225	\$500	\$30,725	\$(1,875)	\$28,850
15	Usinas Boat Ramp	23	40%	6	30%	\$14,792	-15%	\$2,588	\$17,379	\$288	\$17,667	\$(1,078)	\$16,589
16	Boating Club Road Boat Ramp	15	40%	4	30%	\$9,647	-15%	\$1,688	\$11,334	\$188	\$11,522	\$(703)	\$10,819
17	Vilano Boat Ramp	225	45%	56	30%	\$155,039	-15%	\$30,375	\$185,414	\$2,813	\$188,227	\$(11,488)	\$176,739
18	Doug Crane Park Boat Ramp	45	45%	11	30%	\$31,008	-15%	\$6,075	\$37,083	\$563	\$37,645	\$(2,298)	\$35,348
19	Shore Drive Boat Ramp	15	45%	4	30%	\$10,336	-15%	\$2,025	\$12,361	\$188	\$12,548	\$(766)	\$11,783
20	Palmetto Road Boat Ramp	5	45%	1	30%	\$3,445	-15%	\$675	\$4,120	\$63	\$4,183	\$(255)	\$3,928
21	Frank Butler Park West Boat Ramp	50	45%	13	30%	\$34,453	-15%	\$6,750	\$41,203	\$625	\$41,828	\$(2,553)	\$39,275
22	Green Road Boat Ramp	6	45%	2	30%	\$4,134	-15%	\$810	\$4,944	\$75	\$5,019	\$(306)	\$4,713
23	Riverdale Park Boat Ramp	30	45%	8	30%	\$20,672	-15%	\$4,050	\$24,722	\$375	\$25,097	\$(1,532)	\$23,565
24	Palmo Boat Ramp	70	45%	18	30%	\$48,234	-15%	\$9,450	\$57,684	\$875	\$58,559	\$(3,574)	\$54,985
25	Trout Creek Park Boat Ramp	50	45%	13	30%	\$34,453	-15%	\$6,750	\$41,203	\$625	\$41,828	\$(2,553)	\$39,275
		1634		409		\$1,610,008		\$352,260	\$1,962,268	\$20,425	\$1,982,693	\$(121,009)	\$1,861,684



## **6 ADMINISTRATIVE INFORMATION**

The following pages contain the required forms listed below.

- Proof of Liability Insurance and its limits
- Drug Free Work Place Form
- RFP Affidavit
- RFP Affidavit of Solvency
- Conflict of Interest Form
- Copies of all issued Addenda

**REQUEST FOR PROPOSALS (RFP) NO: 19-33  
PARKING MANAGEMENT PROGRAM**

**CLAIMS, LIENS, LITIGATION HISTORY**

(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes  No  If yes, please attach additional sheet(s) to include:

Yes, the Imperial Parking/Republic group of companies ("Impark") is one of the largest parking companies in North America. Inevitably, in the normal course of business, disagreements will arise with clients over the interpretation of lease or management agreements or other matters. Impark always acts reasonably and in good faith to try to resolve all such disputes without the need for litigation – as a result, the vast majority of disagreements are resolved quickly and amicably to the client's satisfaction. Of the few matters that do proceed to litigation, such litigation is rarely commenced by Impark against the client, and only as a last resort.

2. List all pending litigation and or arbitration.

See above.

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

See above.

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

N/A

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5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes  No  If yes, please explain in detail:

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6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes  No   
If no, please explain why? \_\_\_\_\_
- 
- 
- 

7. List the status of all pending claims currently filed against your company:

N/A

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**Liquidated Damages**

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes  No  If yes, please explain in detail: \_\_\_\_\_
- 
- 
-

**REQUEST FOR PROPOSALS (RFP) NO: 19-33  
PARKING MANAGEMENT PROGRAM**

St. Johns County Board of County Commissioners

**DRUG-FREE WORKPLACE FORM**

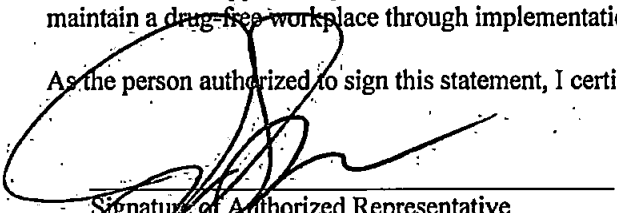
The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

**Republic Parking System, LLC** does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



Signature of Authorized Representative

**Jack Skelton, Vice President**

Printed Name & Title

**February 18, 2019**

Date

**Republic Parking System, LLC**

Full Legal Company Name

REQUEST FOR PROPOSALS (RFP) NO: 19-33  
PARKING MANAGEMENT PROGRAM

AFFIDAVIT

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Tennessee COUNTY OF Hamilton. Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of \_\_\_\_\_ (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 19-33; Parking Management Program.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

Republic Parking System, LLC  
(Proposer)  
By Jack Skelton  
Vice President  
(Title)

STATE OF Tennessee )

COUNTY OF Hamilton )

Subscribed and sworn to before me this 18 day of February, 20 19, by Jack Skelton who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

Michelle L. Mull  
Notary Public

My commission expires:

02-18-19



RESPONDENTS MUST EXECUTE AND SUBMIT THIS AFFIDAVIT WITH PROPOSAL. FAILURE TO SUBMIT THIS AFFIDAVIT WITH PROPOSAL SHALL BE GROUNDS FOR DISQUALIFICATION.



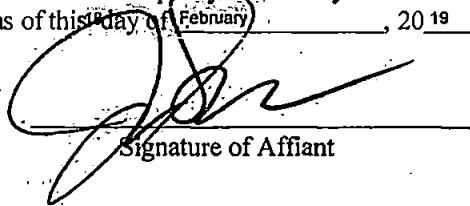
REQUEST FOR PROPOSALS (RFP) NO: 19-33  
PARKING MANAGEMENT PROGRAM

AFFIDAVIT OF SOLVENCY

Republic Parking System, LLC  
PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I,  
Jack Skelton, as Senior Vice President  
{insert affiant name}, as {insert position or title} (ex. CEO, officer, president, duly authorized representative,  
etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

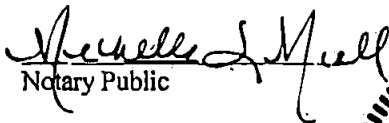
The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this day of February, 20 19.

  
Signature of Affiant

STATE OF Tennessee )

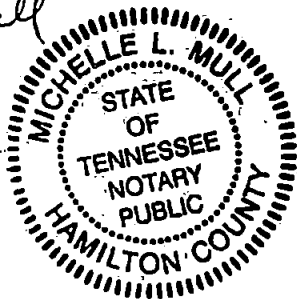
COUNTY OF Hamilton )

Subscribed and sworn to before me this 18 day of February, 20 19, by Jack Skelton  
who personally appeared before me at the time of notarization, and who is personally known to me or who  
has produced \_\_\_\_\_ as identification.

  
Notary Public

My commission expires:

02-18-19



**REQUEST FOR PROPOSALS (RFP) NO: 19-33  
PARKING MANAGEMENT PROGRAM**

**St. Johns County Board of County Commissioners  
Conflict of Interest Disclosure Form**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

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Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent:

Authorized Representative(s) :

Republic Parking System, LLC  
Jack Skelton                      Jack Skelton, Vice President  
Signature                                      Print Name/Title

Signature

Print Name/Title

Republic Parking System, LLC

Full Legal Company Name



## St. Johns County Board of County Commissioners

Purchasing Division

### ADDENDUM #1

January 22, 2019

**To:** Prospective Respondents  
**From:** St. Johns County Purchasing Department  
**Subject:** RFP No. 19-33, Parking Management Program

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and must return one (1) hard copy original, and one (1) electronic copy of each signed Addendum with the submitted proposal to the St. Johns County Purchasing Department in accordance with the submittal instructions provided in the RFP Document.

#### Clarification:

**PART VII: CONTRACT REQUIREMENTS; Section H. Insurance Requirements is hereby revised as follows:**

Each Respondent shall be required to demonstrate the minimum insurance coverage, stated below, which shall be required throughout the duration of the Contract. If any Respondent does not currently carry insurance coverage(s) at the minimum levels provided below, the Respondent shall be required to provide a Certification Letter from an Insurance Provider, stating that the Respondent is eligible for coverage in at least the amounts, as provided herein.

Upon award, the Contractor shall not commence work under the awarded Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. The County shall specifically be named as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must be provided along with the Certificate of Insurance.

Certificate Holder Address: St. Johns County, FL  
500 San Sebastian View  
St. Augustine, FL 32084

The Contractor shall maintain throughout the life of the awarded Agreement, Comprehensive General Liability Insurance with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under the awarded Agreement, whether such operations be by the Contractor, or anyone directly employed by or contracting with the Contractor.

**The Contractor shall maintain throughout the life of the awarded Agreement, Technology Errors & Omissions/Professional Liability with minimum limits of \$5,000,000 per occurrence and aggregate. The Technology Errors & Omissions/Professional Liability Insurance shall cover the Contractor and third parties, at a minimum, the following: Liability for Technology Products/Services, Data Breach, Media Content, Privacy Liability, and Network Security. Coverage retro date shall be prior to commencement of work.**

**The Contractor shall maintain throughout the life of the awarded Agreement, Cyber Liability & Data Storage Insurance with minimum limits of \$2,000,000 per occurrence, \$5,000,000 aggregate. The Cyber Liability Insurance shall cover, at a minimum, the following: Data Loss and System Damage Liability; Security Liability; Privacy Liability; and Privacy/Security Breach Response Coverage, including Notification Expenses. The Cyber Liability Insurance may be included as part of the Professional Liability Insurance required above.**

**The Contractor shall maintain throughout the life of the awarded Agreement, Crime Coverage with minimum limits of \$2,000,000 per occurrence.**

The Contractor shall maintain throughout the life of the awarded Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

The Contractor shall maintain throughout the life of the awarded Agreement, Umbrella or Excess Liability Insurance covering workers' compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Contractor shall maintain throughout the life of the awarded Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee may adjust these insurance requirements.

**Each Respondent must submit proof of the required Insurance Coverages, as part of the submitted proposal, or must provide documentation from an insurance provider speaking to the insurability of the Respondent, at the coverages required herein. Failure to submit proof of the required coverages may result in a Respondent being deemed nonresponsive to the requirements of the RFP, and removed from consideration.**

**THE RFP DUE DATE REMAINS: February 21, 2019 AT 4:00 P.M.**

**Acknowledgment**

**Sincerely,**

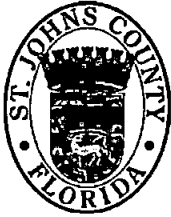
\_\_\_\_\_  
Signature and Date

Jaime T. Locklear, MPA, CPPO, CPPB, FCCM  
Purchasing Manager

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO: 1**



# St. Johns County Board of County Commissioners

Purchasing Division

## ADDENDUM #2

February 11, 2019

**To:** Prospective Respondents  
**From:** St. Johns County Purchasing Department  
**Subject:** RFP No. 19-33, Parking Management Program

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and must return one (1) hard copy original, and one (1) electronic copy of each signed Addendum with the submitted proposal to the St. Johns County Purchasing Department in accordance with the submittal instructions provided in the RFP Document.

### Clarification:

**1. PART III: SERVICE REQUIREMENTS; Section C. Parking Fees is hereby revised as follows:**

The proposed rate structure for fees for parking shall be as follows:

Daily Fee: \$5.00  
Annual Fee: \$50.00

These rates are inclusive of the current applicable sales tax. It is the intent of the County to allow the payment of the daily fee to provide parking access to any of the included parking facilities for the entire day. For example, if a patron pays the daily fee at Pope Road Park on August 1st, that patron would have access to any of the other parking facilities, until closure of the parking facilities, or until 11:59PM on August 1st, whichever came first.

In the event the County and Contractor determine a different rate structure would better serve the needs of the County, then the revised rate structure will be incorporated into the Contract Agreement. All rates shall require approval by the Board of County Commissioners prior to implementation. The County reserves the right to implement a discount structure to the rate structure for County residents in the future.

The rates charged for parking are subject to change in accordance with local and/or state law, or as needed to serve the best interest of the County.

**2. PART III: SERVICE REQUIREMENTS; Section D. Collection & Remittance of Sales Tax is hereby revised as follows:**

The Contractor shall collect all parking fees from patrons accessing the facilities included herein. Those fees are inclusive of the current applicable sales tax. The total amount of the fees collected shall be remitted to the County. It shall be the responsibility of the County to report on and remit any and all applicable sales tax associated with the fees collected as part of the parking management program.

### Questions/Answers:

**1. What are the hours of operation?**

Answer: The facilities included in the RFP are currently open twenty four hours a day, seven days a week. Each Respondent shall factor this level of operation in their proposal.

**2. Is there any equipment currently in place for parking management?**

Answer: There is no infrastructure, or equipment in place at any County facilities for parking management. The Respondent is responsible for providing any and all required equipment

and/or necessary infrastructure to support the proposed equipment to facilitate the proposed parking program (i.e. if pay stations are proposed, then what is needed at each facility to install each pay station, such as poured concrete pads, electrical ports, etc.).

**3. The RFP states that the County will not support any enforcement of the parking program. Please clarify.**

Answer: Any enforcement methodology shall be proposed by each Respondent. The County shall not participate in the enforcement of the parking management program, by way of issuing tickets, adjudicating parking violations, or seeking to collect any fines or restrictions. The Contractor shall be responsible for the enforcement of the parking management program.

**4. Is there any criteria for approval of annual passes?**

Answer: There are currently no criteria for approval to purchase an annual pass. Respondents may include any such proposed parameters in their proposal. The County reserves the right to implement a policy for reduced costs for residents to purchase daily and/or annual passes, at any time, during the life of the contract, in order to best serve the needs of the County.

**5. Is there a map with the locations of the facilities?**

Answer: Yes, a map has been uploaded to Demandstar as Exhibit "B" to this Addendum.

**6. Will the Contractor be required to collect and remit sales tax?**

Answer: The Contractor shall collect the fees as provided in the RFP, or as negotiated and specified in the contract, if different from the rate structure in the RFP Document. The fees collected are inclusive of the current applicable sales tax. The entirety of the fees collected shall be remitted to the County. The County shall be responsible for separating the applicable sales tax and remitting it, as appropriate, to the IRS.

**7. Can respondents submit a rate structure alternative?**

Answer: Respondents shall submit a proposal utilizing the rate structure for parking fees provided in the RFP.

**8. Is there a requirement for the Contractor to have office space in the County?**

Answer: No, the County does not require the Contractor to have or utilize office space within the County.

**9. Are the space counts for the boat ramp facilities for truck and trailer in one spot, or would that be two spots?**

Answer: The counts provided in the RFP for boat ramps are one space to accommodate a boat and trailer.

**10. Will there be a discount structure for residents?**

Answer: There is currently no discount structure provided for residents. The County reserves the right to implement a discount structure at any point during the life of the awarded Contract, if it serves the best interest of the County to do so.

**11. Is there any possibility for storage locations to be made available to the Contractor for equipment or other materials?**

Answer: This is a consideration that may be made upon entering negotiations with the highest ranked firm. Any need or request for storage spaces must be submitted by the Respondent in their proposal.

**12. Has this been vetted by the residents? A full marketing campaign for outreach is very costly. What level of outreach and education is the County looking for?**

Answer: The expectation is that the Contractor shall participate in any outreach or education for the public prior to the parking management program going "live". Respondents shall submit their proposed plan for public outreach and education that would facilitate the smoothest and most successful implementation for the proposed parking management program. The County reserves the right to adjust the proposed plan in order to best serve the needs of the County.

- 13. Can you provide the minutes from the BOCC meeting where this was discussed to move forward with the RFP?**  
Answer: The minutes from the April 17, 2018 BOCC meeting have been uploaded to Demandstar as Exhibit "C" to this Addendum.
- 14. Can the County direct each vendor to a link or provide the County Council Vote to procure these services including the minutes of the meeting if there has been any public discussion on the matter?**  
Answer: Please see answer to #13 above.
- 15. If there is an increase or decrease in the number of spaces or scope of services by the County how will the County adjust the financial contract terms for this procurement?**  
Answer: If, in the course of the contract, increase(s) or decrease(s) to the scope of work are necessary, the County will negotiate the impact of those changes with the Contractor to determine the appropriate adjustment to the contract costs.
- 16. Will the County consider a less frequent transfer of revenue than a daily deposit of revenue into a County account?**  
Answer: As provided on page 9 of the RFP Document, the County will allow weekly remittance of revenue by the Contractor, but daily remittance is preferred.
- 17. Given that sales in these facilities are "electronic only" no cash, will the County consider using their credit card processing to streamline the collections of payments daily as required?**  
Answer: This may be a consideration during negotiations.
- 18. As discussed in the pre-proposal conference, the public outreach requirement of the contract is open ended and could encompass a large outlay of finances. Can the County further refine this scope of services for the proposers?**  
Answer: Each respondent must provide a Proposed Public Outreach and Education Plan with their submitted proposal. Each respondent is responsible for putting together an outreach and education plan that they think is most beneficial to the success of the program. The costs of the proposed plan must be included in the pricing proposal. In the event, during negotiations, the selected firm and the County determine that an alternative strategy for outreach and education is necessary, it'll be determined at that time what that strategy is and what impact it has to the costs of the program.
- 19. Will the County consider other enforcement programs other than ticketing of vehicles such as booting and/or towing of vehicles?**  
Answer: The County will not consider enforcement including booting and/or towing vehicles.
- 20. What will be the policy of the County for the contractor in handling disputed payments for parking?**  
Answer: As the Contractor is responsible for the enforcement of the parking management program, the responsibility for managing any disputed payment shall be the Contractor's. The proposed program shall include the Respondent's methods for addressing disputed payments.
- 21. Certified external audits are approximately \$20,000 per year. If the vendor establishes parameters approved by the County, can they provide the required audit from their internal audit staff from their home office?**  
Answer: At this time, the requirement is for an external audit to be conducted once each year. If, at any point in the future, either during negotiations or after execution of a Contract, the County determines the cost of the external audit to be too restrictive, the County reserves the right to amend this requirement.
- 22. Can you please explain the process for County approval after award from the selection committee?**  
Answer: All responsive proposals will be forwarded to the Evaluation Committee for review. The committee will score each response based upon the parameters provided in the RFP Document. Those scores will be read aloud at the public evaluation meeting. Barring any

dispute of the results of the evaluation, or any disqualification of the top ranked firm, recommendation will be made to the BOCC to authorize staff to enter into negotiations with the top ranked firm, and upon successful negotiations, a contract will be executed based upon the results of those negotiations. In the event negotiations are not successful with the top ranked firm, the County will then halt negotiations with the top ranked firm, and begin negotiations with the second ranked firm, and so on until such time as negotiations are successful, and a contract is awarded, or the County determines that moving forward is no longer in the best interests of the County.

**23. When submitting our price proposal do you want a single fixed firm price before negotiations, or do you want to see how this price is itemized?**

Answer: The submitted pricing proposal must be a total pricing proposal, inclusive of all fixed costs, reimbursable expenses, and all other fees associated with the Contractor's performance of the required services. This proposal shall be broken out into a detail of all of those costs, expenses and fees broken out individually, to demonstrate the calculation of the total monthly and annual costs.

**24. Will the County consider offering an itemized pricing structure with Cost plus fees for this proposal instead of a firm fixed price?**

Answer: Please see answer to #23 above.

**25. In the "Payment of Collected Fees" section of the RFP it was stated that the contractor would collect fees for annual passes. In the pre-proposal meeting discussion it was stated that the County collected fees can you please clarify how Annual Passes fees will be collected and what responsibilities will be required of each vendor?**

Answer: County Staff sells annual passes for on-beach access, not parking passes. The Contractor will be responsible for selling and collecting fees for the sale of annual passes for parking at any of the facilities included in the RFP, and any facilities added thereafter.

**26. It was stated in the pre-proposal meeting that there wasn't a need for vendor office space. Please verify that there is no requirement for office space by the contractor?**

Answer: There is not a requirement for the Contractor to have office space in the County, unless it is determined by the Respondent that maintaining an office within the County is necessary to appropriately and successfully manage the required program.

**27. Please identify if the contractor is expected to provide any cleaning, facility maintenance, landscaping, restriping, pot hole repair, etc., on the parking lots as a part of this contract?**

Answer: The Contractor shall be required to maintain the contractor-provided equipment to keep each piece of equipment clean and fully operational. The Contractor shall also be required to maintain the area immediately surrounding any contractor-provided equipment installed at each facility clean and free of overgrowth. No other cleaning, maintenance, landscaping, restriping or repair at the facilities will be the responsibility of the Contractor.

**28. Please verify that the County wants a "cashless" paid parking program?**

Answer: For the purposes of this RFP, yes, the collection of fees for parking at the included facilities shall not include cash payment options.

**29. Will HCAP customers be required to pay the daily parking fees?**

Answer: For the purposes of this RFP, yes. However, the County reserves the right to reduce or remove this requirement, at any time, during negotiations, or after contract award.

**30. Will the County allow, and, or be able to let the contractor purchase the program equipment using the County's tax exempt status? This approach will ultimately save the County money on this project.**

Answer: As the equipment provided under this contract shall remain the property of the Contractor, the County's tax exempt status may not be utilized for the purchase of equipment.

**31. In order to meet all the letter of the RFP, is a current business license to perform services in the County of St. Johns a requirement? If we don't currently have one, can we apply and get one**



upon award of parking contract, or do we have to apply for a license prior to the submittal in order to be eligible?

Answer: Respondents shall not be required to obtain a Local Business Tax Receipt. If a contract is awarded, the awarded firm shall be required to obtain and provide the Local Business Tax Receipt prior to the County fully executing the awarded contract.

32. The RFP seems void of hours of operation and/or enforcement? Please provide location specific parking regulations? Do all locations have designated times parking is allowed?

Answer: All facilities provided in the RFP are open for parking twenty four (24) hours per day, seven (7) days per week, currently. Each Respondent shall submit their proposal with this level of availability.

33. Other than the 2016 study provided, does the County have any record(s) or historical data as it pertains to utilization (activity counts, cars parked, etc.) for each location?

Answer: No.

34. Please provide physical address for each location/facility/lot?

Answer: Addresses for all included facilities are provided below:

Lot #	Location Name	Location Address
1	Mickler's Beachfront Park	1109 ½ Ponte Vedra Blvd, Ponte Vedra, FL 32082.
2	South Ponte Vedra Park	2993 S Ponte Vedra Blvd, Ponte Vedra Beach, FL 32082
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35. Is the County requiring the Contractor to maintain an office? If so, are there specific hours for the office to be open in order to serve the general public?

Answer: Please see answer to #26 above.

36. Does the County have office space available for use by the Contractor? If so, will there be a charge to the Contractor?

Answer: Please see answer to #26 above. It is not determined at this time if there is any County space available for use by the Contractor.

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Answer: Please see answer to #23 above.
38. **In page 11, section 2 – Qualifications & Experience of Company and Staff: you indicated that \*Proper and valid licensing to conduct business in the State of Florida must be included with the proposal. We are a Massachusetts based corporation, and fully licensed and insured to conduct business in any State. Do you require any additional licensing from the State of Florida, or will our current license from Massachusetts suffice?**  
Answer: There are no additional licensing requirements for the State of Florida and St. Johns County, other than the Local Business Tax Receipt. Please see answer to #31 above.
39. **Do you require a staffing schedule with the proposal?**  
Answer: Any proposed staffing proposed shall be included under Section 3: Technical Proposal; #4 – Proposed Operating Plan.
40. **Does the County have a preference between a management agreement featuring a pass through of agreed and budgeted expenses including payment of a management fee to the operator and a fixed fee agreement?**  
Answer: If approved by the BOCC, the awarded Contract Agreement shall be on a form provided by the County. Please see answer to #23 above for the pricing structure.
41. **Will the County allow an operator to submit multiple or alternative proposals?**  
Answer: No. Each Respondent shall submit a single proposal, with the best proposed parking management program offered within that proposal. If there are alternatives to be discussed, it'll be determined during negotiations with the top ranked firm.
42. **Will the County consider integrating with or expanding on a recently rolled out City of St. Augustine ParkStAug app?**  
Answer: That is not a consideration of this RFP.
43. **Does this RFP include On Beach Parking?**  
Answer: No, this RFP does not include any on-beach parking or access.
44. **Please describe the specific type and level of annual audit required (e.g. financial, SSAE, SOC)?**  
Answer: The Contractor shall be required to conduct an SOC audit each year as provided in the RFP. The County reserves the right to alter or reduce the requirements for the annual audit at any time, during negotiations, or after execution of a contract, in order to best serve the needs of the County.
45. **Since revenue is to be remitted to the County weekly at least, with daily preferable, and operations are expected to be conducted with a minimum amount of cash handling will the County provide the bank accounts and merchant identification numbers?**  
Answer: As provided on page 9 of the RFP, the awarded Contractor shall be provided any information necessary to make the appropriate deposits to County accounts.
46. **Will any bank or credit card fees be paid by the operator?**  
Answer: For the purposes of this RFP, credit card fees shall not be included in the pricing proposal.
47. **Will any costs associated with an office be paid by the operator?**  
Answer: Please see the answer to #26 above. If a Respondent provides that maintaining office space is required as part of their proposed parking management program, those costs must be factored in and demonstrated within the submitted pricing proposal.
48. **Does the County expect the capital costs of equipment necessary for operations to be financed by the operator?**  
Answer: Any and all equipment required for the parking management program, is the responsibility of the Contractor to provide. These costs must be factored into the pricing proposal for the parking management program, and identified as initial purchase/installation costs, and then the maintenance costs associated with the provided equipment must be provided for the

subsequent years. Respondents must include in Section 3: Technical Proposal; #5 – Proposed System(s) and Infrastructure for Fee Collection, all proposed equipment, the lifespan of the equipment, the frequency of replacement within the life of the contract and the associated costs for all must be provided in the pricing proposal. The County and Contractor may come to an agreement on the payment(s) to the Contractor for the costs for purchasing and installing the provided equipment during negotiations.

**49. Will Technology E&O be required of operator if all equipment is purchased from third parties?**

Answer: Yes, the Contractor is required to have Technology E&O coverage. However, if any portion of the technology provided under the awarded contract is through a subcontractor, the Contractor may require the subcontractor to provide the required coverage(s) and name both the Contractor and the County as additional insured, or loss payee, whichever is applicable, throughout the duration of the Contract.

**50. What role will operator be playing in collection of fines?**

Answer: The awarded Contractor shall be solely responsible for the assessment and collection of any fees or fines provided for in the proposed parking management program as part of the enforcement requirement. Respondents must propose their enforcement methodology in the submitted proposal with details on this process.

**51. Will Operator be required to accept in-person payments (fines, monthly payments, etc)?**

Answer: Each Respondent shall provide the methods are proposed to be utilized by the Respondent for collecting payments in the submitted proposal.

**52. Will Operator be handling the contesting of tickets and court processes, as well?**

Answer: Yes. The Contractor shall be responsible for all aspects of the parking management program, which includes enforcement. If the proposed program includes the issuance of tickets, it must also include a process for collecting the required fees and/or fines if the ticket remains unpaid by the violator.

**53. Will the cost of the outreach program be a pass-through expense or otherwise borne by the County?**

Answer: Please see answer to #18 above.

**54. Does St. Johns County have office space at the St. Johns County Government office that the operator can use to allow customers to pay for parking tickets and parking permits or should the operator look into leasing office space as a reimbursable expense?**

Answer: Please see answers to #26 and #47 above.

**55. Does St. Johns County have excess fleet vehicles (trucks, cars or golf carts) that the operator can use for enforcement and collections or should the operator look into acquiring vehicles as a reimbursable expense?**

Answer: For the purposes of this RFP, the County will not be providing fleet vehicles. The County reserves the right to review the costs of any fleet provided by the top ranked firm, and

**56. What ordinances would the parking enforcement and program fall under that would authorize a private operator to issue parking tickets on behalf of the County?**

Answer: The County will grant the Contractor the authority necessary to perform the required services under the approved parking management program, as approved by the BOCC. The County reserves the right to negotiate and/or revise the parameters of the enforcement of the parking management program, and grant the Contractor the level of authority that serves the best interest of the County.

**57. Does the County already have Board of County Commissioners approval and support to implement paid parking in St. Johns County?**

Answer: The direction by the BOCC was to issue this RFP and provide recommendation to them for approval based on evaluation. The BOCC will make a decision on whether or not to move forward when the results of this RFP are presented to them.

58. Is there a current parking operator for St. Johns County parking assets? If so, what is the incumbent name and can you provide a copy of their current contract?

Answer: The County does not have a current contract for management of paid parking.

**Attachments:**

1. Exhibit B - Map of all included Facilities
2. Exhibit C - Minutes from 4/17/18 BOCC Meeting
3. Exhibit D – Ordinance No: 2015-30 – St. Johns County Parking Ordinance

**THE RFP DUE DATE REMAINS: February 21, 2019 AT 4:00 P.M.**

**Acknowledgment**

**Sincerely,**

\_\_\_\_\_  
Signature and Date

Jaime T. Locklear, MPA, CPPO, CPPB, FCCM  
Purchasing Manager

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO: 2**



## St. Johns County Board of County Commissioners

Purchasing Division

### ADDENDUM #2

February 11, 2019

**To: Prospective Respondents**  
**From: St. Johns County Purchasing Department**  
**Subject: RFP No. 19-33, Parking Management Program**

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and must return one (1) hard copy original, and one (1) electronic copy of each signed Addendum with the submitted proposal to the St. Johns County Purchasing Department in accordance with the submittal instructions provided in the RFP Document.

#### Clarification:

**1. PART III: SERVICE REQUIREMENTS; Section C. Parking Fees is hereby revised as follows:**

The proposed rate structure for fees for parking shall be as follows:

Daily Fee: \$5.00  
Annual Fee: \$50.00

These rates are inclusive of the current applicable sales tax. It is the intent of the County to allow the payment of the daily fee to provide parking access to any of the included parking facilities for the entire day. For example, if a patron pays the daily fee at Pope Road Park on August 1st, that patron would have access to any of the other parking facilities, until closure of the parking facilities, or until 11:59PM on August 1st, whichever came first.

In the event the County and Contractor determine a different rate structure would better serve the needs of the County, then the revised rate structure will be incorporated into the Contract Agreement. All rates shall require approval by the Board of County Commissioners prior to implementation. The County reserves the right to implement a discount structure to the rate structure for County residents in the future.

The rates charged for parking are subject to change in accordance with local and/or state law, or as needed to serve the best interest of the County.

**2. PART III: SERVICE REQUIREMENTS; Section D. Collection & Remittance of Sales Tax is hereby revised as follows:**

The Contractor shall collect all parking fees from patrons accessing the facilities included herein. Those fees are inclusive of the current applicable sales tax. The total amount of the fees collected shall be remitted to the County. It shall be the responsibility of the County to report on and remit any and all applicable sales tax associated with the fees collected as part of the parking management program.

#### Questions/Answers:

**1. What are the hours of operation?**

Answer: The facilities included in the RFP are currently open twenty four hours a day, seven days a week. Each Respondent shall factor this level of operation in their proposal.

**2. Is there any equipment currently in place for parking management?**

Answer: There is no infrastructure, or equipment in place at any County facilities for parking management. The Respondent is responsible for providing any and all required equipment

and/or necessary infrastructure to support the proposed equipment to facilitate the proposed parking program (i.e. if pay stations are proposed, then what is needed at each facility to install each pay station, such as poured concrete pads, electrical ports, etc.).

**3. The RFP states that the County will not support any enforcement of the parking program. Please clarify.**

Answer: Any enforcement methodology shall be proposed by each Respondent. The County shall not participate in the enforcement of the parking management program, by way of issuing tickets, adjudicating parking violations, or seeking to collect any fines or restrictions. The Contractor shall be responsible for the enforcement of the parking management program.

**4. Is there any criteria for approval of annual passes?**

Answer: There are currently no criteria for approval to purchase an annual pass. Respondents may include any such proposed parameters in their proposal. The County reserves the right to implement a policy for reduced costs for residents to purchase daily and/or annual passes, at any time, during the life of the contract, in order to best serve the needs of the County.

**5. Is there a map with the locations of the facilities?**

Answer: Yes, a map has been uploaded to Demandstar as Exhibit "B" to this Addendum.

**6. Will the Contractor be required to collect and remit sales tax?**

Answer: The Contractor shall collect the fees as provided in the RFP, or as negotiated and specified in the contract, if different from the rate structure in the RFP Document. The fees collected are inclusive of the current applicable sales tax. The entirety of the fees collected shall be remitted to the County. The County shall be responsible for separating the applicable sales tax and remitting it, as appropriate, to the IRS.

**7. Can respondents submit a rate structure alternative?**

Answer: Respondents shall submit a proposal utilizing the rate structure for parking fees provided in the RFP.

**8. Is there a requirement for the Contractor to have office space in the County?**

Answer: No, the County does not require the Contractor to have or utilize office space within the County.

**9. Are the space counts for the boat ramp facilities for truck and trailer in one spot, or would that be two spots?**

Answer: The counts provided in the RFP for boat ramps are one space to accommodate a boat and trailer.

**10. Will there be a discount structure for residents?**

Answer: There is currently no discount structure provided for residents. The County reserves the right to implement a discount structure at any point during the life of the awarded Contract, if it serves the best interest of the County to do so.

**11. Is there any possibility for storage locations to be made available to the Contractor for equipment or other materials?**

Answer: This is a consideration that may be made upon entering negotiations with the highest ranked firm. Any need or request for storage spaces must be submitted by the Respondent in their proposal.

**12. Has this been vetted by the residents? A full marketing campaign for outreach is very costly. What level of outreach and education is the County looking for?**

Answer: The expectation is that the Contractor shall participate in any outreach or education for the public prior to the parking management program going "live". Respondents shall submit their proposed plan for public outreach and education that would facilitate the smoothest and most successful implementation for the proposed parking management program. The County reserves the right to adjust the proposed plan in order to best serve the needs of the County.

- 13. Can you provide the minutes from the BOCC meeting where this was discussed to move forward with the RFP?**  
Answer: The minutes from the April 17, 2018 BOCC meeting have been uploaded to Demandstar as Exhibit "C" to this Addendum.
- 14. Can the County direct each vendor to a link or provide the County Council Vote to procure these services including the minutes of the meeting if there has been any public discussion on the matter?**  
Answer: Please see answer to #13 above.
- 15. If there is an increase or decrease in the number of spaces or scope of services by the County how will the County adjust the financial contract terms for this procurement?**  
Answer: If, in the course of the contract, increase(s) or decrease(s) to the scope of work are necessary, the County will negotiate the impact of those changes with the Contractor to determine the appropriate adjustment to the contract costs.
- 16. Will the County consider a less frequent transfer of revenue than a daily deposit of revenue into a County account?**  
Answer: As provided on page 9 of the RFP Document, the County will allow weekly remittance of revenue by the Contractor, but daily remittance is preferred.
- 17. Given that sales in these facilities are "electronic only" no cash, will the County consider using their credit card processing to streamline the collections of payments daily as required?**  
Answer: This may be a consideration during negotiations.
- 18. As discussed in the pre-proposal conference, the public outreach requirement of the contract is open ended and could encompass a large outlay of finances. Can the County further refine this scope of services for the proposers?**  
Answer: Each respondent must provide a Proposed Public Outreach and Education Plan with their submitted proposal. Each respondent is responsible for putting together an outreach and education plan that they think is most beneficial to the success of the program. The costs of the proposed plan must be included in the pricing proposal. In the event, during negotiations, the selected firm and the County determine that an alternative strategy for outreach and education is necessary, it'll be determined at that time what that strategy is and what impact it has to the costs of the program.
- 19. Will the County consider other enforcement programs other than ticketing of vehicles such as booting and/or towing of vehicles?**  
Answer: The County will not consider enforcement including booting and/or towing vehicles.
- 20. What will be the policy of the County for the contractor in handling disputed payments for parking?**  
Answer: As the Contractor is responsible for the enforcement of the parking management program, the responsibility for managing any disputed payment shall be the Contractor's. The proposed program shall include the Respondent's methods for addressing disputed payments.
- 21. Certified external audits are approximately \$20,000 per year. If the vendor establishes parameters approved by the County, can they provide the required audit from their internal audit staff from their home office?**  
Answer: At this time, the requirement is for an external audit to be conducted once each year. If, at any point in the future, either during negotiations or after execution of a Contract, the County determines the cost of the external audit to be too restrictive, the County reserves the right to amend this requirement.
- 22. Can you please explain the process for County approval after award from the selection committee?**  
Answer: All responsive proposals will be forwarded to the Evaluation Committee for review. The committee will score each response based upon the parameters provided in the RFP Document. Those scores will be read aloud at the public evaluation meeting. Barring any

dispute of the results of the evaluation, or any disqualification of the top ranked firm, recommendation will be made to the BOCC to authorize staff to enter into negotiations with the top ranked firm, and upon successful negotiations, a contract will be executed based upon the results of those negotiations. In the event negotiations are not successful with the top ranked firm, the County will then halt negotiations with the top ranked firm, and begin negotiations with the second ranked firm, and so on until such time as negotiations are successful, and a contract is awarded, or the County determines that moving forward is no longer in the best interests of the County.

**23. When submitting our price proposal do you want a single fixed firm price before negotiations, or do you want to see how this price is itemized?**

Answer: The submitted pricing proposal must be a total pricing proposal, inclusive of all fixed costs, reimbursable expenses, and all other fees associated with the Contractor's performance of the required services. This proposal shall be broken out into a detail of all of those costs, expenses and fees broken out individually, to demonstrate the calculation of the total monthly and annual costs.

**24. Will the County consider offering an itemized pricing structure with Cost plus fees for this proposal instead of a firm fixed price?**

Answer: Please see answer to #23 above.

**25. In the "Payment of Collected Fees" section of the RFP it was stated that the contractor would collect fees for annual passes. In the pre-proposal meeting discussion it was stated that the County collected fees can you please clarify how Annual Passes fees will be collected and what responsibilities will be required of each vendor?**

Answer: County Staff sells annual passes for on-beach access, not parking passes. The Contractor will be responsible for selling and collecting fees for the sale of annual passes for parking at any of the facilities included in the RFP, and any facilities added thereafter.

**26. It was stated in the pre-proposal meeting that there wasn't a need for vendor office space. Please verify that there is no requirement for office space by the contractor?**

Answer: There is not a requirement for the Contractor to have office space in the County, unless it is determined by the Respondent that maintaining an office within the County is necessary to appropriately and successfully manage the required program.

**27. Please identify if the contractor is expected to provide any cleaning, facility maintenance, landscaping, restriping, pot hole repair, etc., on the parking lots as a part of this contract?**

Answer: The Contractor shall be required to maintain the contractor-provided equipment to keep each piece of equipment clean and fully operational. The Contractor shall also be required to maintain the area immediately surrounding any contractor-provided equipment installed at each facility clean and free of overgrowth. No other cleaning, maintenance, landscaping, restriping or repair at the facilities will be the responsibility of the Contractor.

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Answer: For the purposes of this RFP, yes, the collection of fees for parking at the included facilities shall not include cash payment options.

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**upon award of parking contract, or do we have to apply for a license prior to the submittal in order to be eligible?**

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**34. Please provide physical address for each location/facility/lot?**

Answer: Addresses for all included facilities are provided below:

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Answer: Please see answer to #26 above.

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Answer: Please see answer to #23 above.
38. **In page 11, section 2 – Qualifications & Experience of Company and Staff: you indicated that \*Proper and valid licensing to conduct business in the State of Florida must be included with the proposal. We are a Massachusetts based corporation, and fully licensed and insured to conduct business in any State. Do you require any additional licensing from the State of Florida, or will our current license from Massachusetts suffice?**  
Answer: There are no additional licensing requirements for the State of Florida and St. Johns County, other than the Local Business Tax Receipt. Please see answer to #31 above.
39. **Do you require a staffing schedule with the proposal?**  
Answer: Any proposed staffing proposed shall be included under Section 3: Technical Proposal; #4 – Proposed Operating Plan.
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44. **Please describe the specific type and level of annual audit required (e.g. financial, SSAE, SOC)?**  
Answer: The Contractor shall be required to conduct an SOC audit each year as provided in the RFP. The County reserves the right to alter or reduce the requirements for the annual audit at any time, during negotiations, or after execution of a contract, in order to best serve the needs of the County.
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48. **Does the County expect the capital costs of equipment necessary for operations to be financed by the operator?**  
Answer: Any and all equipment required for the parking management program, is the responsibility of the Contractor to provide. These costs must be factored into the pricing proposal for the parking management program, and identified as initial purchase/installation costs, and then the maintenance costs associated with the provided equipment must be provided for the

subsequent years. Respondents must include in Section 3: Technical Proposal; #5 – Proposed System(s) and Infrastructure for Fee Collection, all proposed equipment, the lifespan of the equipment, the frequency of replacement within the life of the contract and the associated costs for all must be provided in the pricing proposal. The County and Contractor may come to an agreement on the payment(s) to the Contractor for the costs for purchasing and installing the provided equipment during negotiations.

**49. Will Technology E&O be required of operator if all equipment is purchased from third parties?**

Answer: Yes, the Contractor is required to have Technology E&O coverage. However, if any portion of the technology provided under the awarded contract is through a subcontractor, the Contractor may require the subcontractor to provide the required coverage(s) and name both the Contractor and the County as additional insured, or loss payee, whichever is applicable, throughout the duration of the Contract.

**50. What role will operator be playing in collection of fines?**

Answer: The awarded Contractor shall be solely responsible for the assessment and collection of any fees or fines provided for in the proposed parking management program as part of the enforcement requirement. Respondents must propose their enforcement methodology in the submitted proposal with details on this process.

**51. Will Operator be required to accept in-person payments (fines, monthly payments, etc)?**

Answer: Each Respondent shall provide the methods are proposed to be utilized by the Respondent for collecting payments in the submitted proposal.

**52. Will Operator be handling the contesting of tickets and court processes, as well?**

Answer: Yes. The Contractor shall be responsible for all aspects of the parking management program, which includes enforcement. If the proposed program includes the issuance of tickets, it must also include a process for collecting the required fees and/or fines if the ticket remains unpaid by the violator.

**53. Will the cost of the outreach program be a pass-through expense or otherwise borne by the County?**

Answer: Please see answer to #18 above.

**54. Does St. Johns County have office space at the St. Johns County Government office that the operator can use to allow customers to pay for parking tickets and parking permits or should the operator look into leasing office space as a reimbursable expense?**

Answer: Please see answers to #26 and #47 above.

**55. Does St. Johns County have excess fleet vehicles (trucks, cars or golf carts) that the operator can use for enforcement and collections or should the operator look into acquiring vehicles as a reimbursable expense?**

Answer: For the purposes of this RFP, the County will not be providing fleet vehicles. The County reserves the right to review the costs of any fleet provided by the top ranked firm, and

**56. What ordinances would the parking enforcement and program fall under that would authorize a private operator to issue parking tickets on behalf of the County?**

Answer: The County will grant the Contractor the authority necessary to perform the required services under the approved parking management program, as approved by the BOCC. The County reserves the right to negotiate and/or revise the parameters of the enforcement of the parking management program, and grant the Contractor the level of authority that serves the best interest of the County.

**57. Does the County already have Board of County Commissioners approval and support to implement paid parking in St. Johns County?**

Answer: The direction by the BOCC was to issue this RFP and provide recommendation to them for approval based on evaluation. The BOCC will make a decision on whether or not to move forward when the results of this RFP are presented to them.

**58. Is there a current parking operator for St. Johns County parking assets? If so, what is the incumbent name and can you provide a copy of their current contract?**

Answer: The County does not have a current contract for management of paid parking.

**Attachments:**

1. **Exhibit B - Map of all included Facilities**
2. **Exhibit C - Minutes from 4/17/18 BOCC Meeting**
3. **Exhibit D – Ordinance No: 2015-30 – St. Johns County Parking Ordinance**

**THE RFP DUE DATE REMAINS: February 21, 2019 AT 4:00 P.M.**

**Acknowledgment**

**Sincerely,**

\_\_\_\_\_  
Signature and Date

Jaime T. Locklear, MPA, CPPO, CPPB, FCCM  
Purchasing Manager

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO: 2**



## St. Johns County Board of County Commissioners

Purchasing Division

### ADDENDUM #1

January 22, 2019

**To:** Prospective Respondents  
**From:** St. Johns County Purchasing Department  
**Subject:** RFP No. 19-33, Parking Management Program

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and must return one (1) hard copy original, and one (1) electronic copy of each signed Addendum with the submitted proposal to the St. Johns County Purchasing Department in accordance with the submittal instructions provided in the RFP Document.

#### Clarification:

**PART VII: CONTRACT REQUIREMENTS; Section H. Insurance Requirements is hereby revised as follows:**

Each Respondent shall be required to demonstrate the minimum insurance coverage, stated below, which shall be required throughout the duration of the Contract. If any Respondent does not currently carry insurance coverage(s) at the minimum levels provided below, the Respondent shall be required to provide a Certification Letter from an Insurance Provider, stating that the Respondent is eligible for coverage in at least the amounts, as provided herein.

Upon award, the Contractor shall not commence work under the awarded Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. The County shall specifically be named as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must be provided along with the Certificate of Insurance.

Certificate Holder Address: St. Johns County, FL  
500 San Sebastian View  
St. Augustine, FL 32084

The Contractor shall maintain throughout the life of the awarded Agreement, Comprehensive General Liability Insurance with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under the awarded Agreement, whether such operations be by the Contractor, or anyone directly employed by or contracting with the Contractor.

**The Contractor shall maintain throughout the life of the awarded Agreement, Technology Errors & Omissions/Professional Liability with minimum limits of \$5,000,000 per occurrence and aggregate. The Technology Errors & Omissions/Professional Liability Insurance shall cover the Contractor and third parties, at a minimum, the following: Liability for Technology Products/Services, Data Breach, Media Content, Privacy Liability, and Network Security. Coverage retro date shall be prior to commencement of work.**

**The Contractor shall maintain throughout the life of the awarded Agreement, Cyber Liability & Data Storage Insurance with minimum limits of \$2,000,000 per occurrence, \$5,000,000 aggregate. The Cyber Liability Insurance shall cover, at a minimum, the following: Data Loss and System Damage Liability; Security Liability; Privacy Liability; and Privacy/Security Breach Response Coverage, including Notification Expenses. The Cyber Liability Insurance may be included as part of the Professional Liability Insurance required above.**

**The Contractor shall maintain throughout the life of the awarded Agreement, Crime Coverage with minimum limits of \$2,000,000 per occurrence.**

The Contractor shall maintain throughout the life of the awarded Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

The Contractor shall maintain throughout the life of the awarded Agreement, Umbrella or Excess Liability Insurance covering workers' compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Contractor shall maintain throughout the life of the awarded Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee may adjust these insurance requirements.

**Each Respondent must submit proof of the required Insurance Coverages, as part of the submitted proposal, or must provide documentation from an insurance provider speaking to the insurability of the Respondent, at the coverages required herein. Failure to submit proof of the required coverages may result in a Respondent being deemed nonresponsive to the requirements of the RFP, and removed from consideration.**

**THE RFP DUE DATE REMAINS: February 21, 2019 AT 4:00 P.M.**

**Acknowledgment**

**Sincerely,**

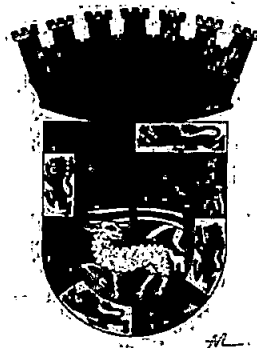
\_\_\_\_\_  
Signature and Date

Jaime T. Locklear, MPA, CPPO, CPPB, FCCM  
Purchasing Manager

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO: 1**



**ST. JOHNS COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**REQUEST FOR PROPOSALS**

**RFP No: 19-33; Parking Management Program**

**St. Johns County Purchasing Department**

**500 San Sebastian View**

**St. Augustine FL 32084**

**(904) 209-0150**

**[www.sjcfcl.us/Purchasing/index.aspx](http://www.sjcfcl.us/Purchasing/index.aspx)**

**FINAL: 1/15/19**

**RFP NO: 19-33; PARKING MANAGEMENT PROGRAM**

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- VII. FORMS & ATTACHMENTS**
- VIII. EXHIBIT "A" – 2016 Parking Implementation Study**



**ST. JOHNS COUNTY, FL – ADVERTISEMENT  
RFP NO: 19-33; PARKING MANAGEMENT PROGRAM.**

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 19-33 – Parking Management Program.** Interested and qualified respondents may submit proposals, in accordance with the requirements provided herein, to the St. Johns County Purchasing Department. **All Proposals must be submitted by or before 4:00PM (EST) on February 21, 2019.** Any Proposals delivered to or received by SJC Purchasing after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

St. Johns County is soliciting proposals from qualified and experienced firms to provide parking management services for facilities located throughout the County. The selected firm shall be responsible for providing any and all personnel, equipment, software, transportation, training, maintenance, and supervision necessary to manage the County's implemented parking program throughout the duration of the awarded contract. Services may include, but are not limited to: implementation of a parking management program, purchase and installation of any infrastructure necessary to support the approved program, which may include parking meters, pay stations, and other equipment, maintenance of all equipment provided for the parking program, enforcement of parking program, reporting, assisting the County with development and expansion of the parking management program, and attending meetings as requested by the County.

RFP Packages are available for downloading from Onvia Demandstar, Inc., at their website [www.demandstar.com](http://www.demandstar.com), or by calling 800-711-1712 and requesting St. Johns County RFP #19-33. Vendors registered with Demandstar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Packages are also available, upon request, from the SJC Purchasing Department. Vendors must provide the following information to receive the RFP Document: full legal company name, address, contact person, email address, and phone number.

A **Non-Mandatory Pre-Proposal Meeting** will be held on Tuesday, January 29, 2019 at 9:30am in the Aviles Conference Room at the St. Johns County Administration Building, located at 500 San Sebastian View, St. Augustine, FL 32084. Attendance at this meeting is not required for Respondents to be considered for award, but is recommended.

Any and all questions or requests for information relating to this Request for Proposal shall be **submitted in writing** by or before close of business (5:00PM) on Thursday, February 7, 2019 to the Designated Point of Contact provided below:

**Designated Point of Contact:** Jaime T. Locklear, MPA, CPPO, CPPB, FCCM  
**Purchasing Manager**  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
Email: [jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us)

*Vendors shall not contact, lobby or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the RFP until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for proposals and possible debarment for periods up to twelve (12) months.*

If the above representative is absent, or unavailable for three (3) or more consecutive business days, interested firms may direct questions or inquiries to Leigh Daniels, Procurement Supervisor, at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

Proposals **MUST** be submitted in a **SEALED** envelope or container clearly labeled with: **RFP 19-33 – Parking Management Program.** Each package must have the respondent's full legal company name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) original hard copy proposal, which shall include all required documents and any supplemental information, and one (1) exact PDF Copy of the submitted proposal on a USB Drive. In the event of a discrepancy between the submitted original hard-copy and the electronic copy, the hard-copy original will supersede.

**Deliver or Ship RFP Packages to:** St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or Request for Proposals, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in St. Johns County's Purchasing Policy and Procedure Manual.

All of the terms and conditions of the St. Johns County Purchasing Policy and Procedure Manual are incorporated by reference and are fully binding.

St. Johns County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the proposer that best serves the interests of St. Johns County.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FL  
HUNTER S. CONRAD, CLERK

BY: \_\_\_\_\_  
DEPUTY CLERK

**RFP NO: 19-33; PARKING MANAGEMENT PROGRAM**

**PART II: INTRODUCTION**

**A. PURPOSE:**

St. Johns County Purchasing Department (“Purchasing”) is soliciting Proposals from interested, qualified and experienced firms, to perform services related to implementation and management of a parking program for facilities located throughout the County.

**B. TENTATIVE SCHEDULE OF EVENTS:**

The County proposes the following tentative schedule of events for this Request for Proposals, and subsequent contract award. This schedule is for planning purposes only, and is subject to change, without notice, based upon the County’s needs.

Advertisement of Request for Proposals	January 17, 2019
Pre-Proposal Meeting	January 29, 2019
Deadline for Questions	February 7, 2019
Issuance of Final Addendum	February 14, 2019
Proposal Submission Deadline	February 21, 2019
Evaluation of Submitted RFP Packages	March 7, 2019
Presentation of Award Recommendation to the SJC BOCC	April 2, 2019
Begin Negotiations of Contract	April 9, 2019
Contract Issuance & Execution	May 1, 2019

**C. DUE DATE & LOCATION:**

Proposals submitted in response to this RFP must be delivered to, and received by the SJC Purchasing Department by or before **four o’clock (4:00PM) on February 21, 2019**. Any proposals delivered to or received by Purchasing after this deadline will be deemed non-responsive, and shall be returned to the addressee unopened. Packages must comply with the submittal format as provided herein in Section IV of this RFP Document. The County reserves the right to reject any proposals that do not comply with the requirements set forth herein.

**RFP Packages shall be delivered to:** St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084

**D. DESIGNATED POINT OF CONTACT:**

Any and all questions or requests for information relating to this RFP shall be directed, *in writing*, to the following Designated Point of Contact: Mrs. Jaime T. Locklear, MPA, CPPO, CPPB, FCCM, Purchasing Manager, at [jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us).

In the event the Designated Point of Contact provided above is absent or unavailable for more than three (3) consecutive business days, interested firms may contact Ms. Leigh Daniels, CPPB, Procurement Supervisor, at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

Interested firms **SHALL NOT** contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 “Procedures Concerning Lobbying”. All inquiries will be routed to the appropriate staff member for response. Any such communication shall result in disqualification from consideration for award of a contract for these services.

**E. NON-MANDATORY PRE-PROPOSAL MEETING**

There will be a Non-Mandatory Pre-Proposal Meeting held on Tuesday, January 29, 2019, at 9:30am, in the Aviles Conference Room, at the St. Johns County Administration Building, located at 500 San Sebastian View, St. Augustine, FL 32084. Attendance at this meeting is not required to be considered for award, but is recommended to ensure a fully understanding of the services being solicited.

**F. SUBMITTAL OF QUESTIONS/INQUIRIES:**

Any and all questions and/or inquiries related to this RFP, shall be directed, *in writing*, to the Designated Point of Contact as provided above, by or before five o'clock (5:00PM) EST on Thursday, February 7, 2019. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the submittal deadline for proposals in order to clarify or answer questions as necessary to serve the best interest of the County.

**G. ADDENDA:**

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County-issued Addendum, posted on [www.demandstar.com](http://www.demandstar.com). Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposal.

**H. EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

**I. PUBLIC RECORDS**

The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this RFP shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and all other applicable State and/or Federal Laws. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

**J. SOLICITATION POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by County Staff, in order to best serve the interests of St. Johns County.

**K. RIGHT TO REJECT / ACCEPT**

The County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the Respondent that best serves the interest of St. Johns County.

**L. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING PROCEDURE MANUAL**

All terms and conditions of the St. Johns County Purchasing Procedure Manual are incorporated into this RFP Document by reference, and are fully binding. Respondents are required to submit their responses to this RFP, and to conduct their activities during this process in accordance with the St. Johns County Purchasing Procedure Manual. This solicitation, the subsequent evaluation, negotiations and contract award shall be in accordance with the St. Johns County Purchasing Procedure Manual and all applicable laws, regulations, and rules. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the St. Johns County Purchasing Procedure Manual.

**PART III: SERVICE REQUIREMENTS**

**A. BACKGROUND:**

With over forty (40) miles of scenic coastline, St. Johns County beaches offer some of the best recreational and wildlife viewing opportunities in the State of Florida. Just minutes from the historic district of downtown St. Augustine, residents and visitors can park off-beach and walk, sunbathe, fish or enjoy wildlife viewing along endless miles of coastline or park directly on the sand to enjoy the County's beaches.

The County has miles of coquina and soft sand beaches set against a backdrop of natural dunes topped with sea oats. The beaches are a popular location to hold weddings, parties, marathons, and other special events. The County offers many beach front parks and easy access to most of its beaches.

While the County has charged for years for on-beach vehicular access, the revenue generated does not provide sufficient funds for the maintenance and repair necessary to keep our beach front parks and facilities in quality condition for our residents and visitors. As such the County is implementing a parking management program which will facilitate pay-to-park access and enforcement for off-beach facilities, and possibly the County's boat ramp facilities. This parking program may be expanded by the County to incorporate additional County facilities in the future, should the County determine it is in the best interest of the County to do so.

In July 2016, The PFM Group and Phillips Parking, LLC conducted a study of projecting the possible revenues from implementing paid parking in off-beach parking facilities. The study is attached hereto as Exhibit "A".

**B. LOCATIONS**

The County has currently identified the following locations as parking facilities where the parking management operations shall be implemented. The County may, at its discretion, add and/or delete facilities from the parking management program, in order to serve the best interests of the County.

Lot Number	Location	# of Spaces
1	Mickler's Beachfront Park	248
2	South Ponte Vedra Park	37
3	North Beach Park	92
4	Surfside Park	55
5	Vilano Beach Oceanfront Park	24
6	Pope Road Park	24
7	SJC Ocean Pier Park	180
8	Windswept Acres Park	43
9	Mary Street Right-of-Way	9
10	Gloria Avenue/Minnie Street Walkover	78
11	Frank Butler Park East	116
12	Crescent Beach Park	131
13	Spyglass Walkover	23
14	Palm Valley Bridge -ICW East Boat Ramp	40
15	Usinas Boat Ramp	23
16	Boating Club Road Boat Ramp	15
17	Vilano Boat Ramp	225
18	Doug Crane Park Boat Ramp	45
19	Shore Drive Boat Ramp	15
20	Palmetto Road Boat Ramp	5
21	Frank Butler Park West Boat Ramp	50
22	Green Road Boat Ramp	6
23	Riverdale Park Boat Ramp	30
24	Palmo Boat Ramp	70
25	Trout Creek Park Boat Ramp	50

**C. PARKING FEES**

The proposed rate structure for fees for parking shall be as follows:

Daily Fee: \$5.00  
 Annual Fee: \$50.00

These rates are inclusive of sales tax. It is the intent of the County to allow the payment of the daily fee to provide parking access to any of the included parking facilities for the entire day. For example, if a patron pays the daily fee at Pope Road Park on August 1st, that patron would have access to any of the other parking facilities, until closure of the parking facilities, or until 11:59PM on August 1st, whichever came first.

In the event the County and Contractor determine a different rate structure would better serve the needs of the County, then the revised rate structure will be incorporated into the Contract Agreement. All rates shall require approval by the Board of County Commissioners prior to implementation. The County reserves the right to implement a discount structure to the rate

structure for County residents in the future.

**D. COLLECTION & REMITTANCE OF SALES TAX**

The Contractor shall collect all parking fees from patrons accessing the facilities included herein. Those fees are inclusive of sales tax. The total amount of the fees collected shall be remitted to the County. It shall be the responsibility of the County to report on and remit any and all applicable sales tax associated with the fees collected as part of the parking management program.

**E. RESERVATION OF RIGHTS**

The County reserves the right to obligate, lease, rent, or otherwise reduce the available parking spaces at any of the facilities provided herein for the purposes of special events, rental or lease agreements, or any other reason, as it best serves the needs of the County. In the event of a reduction in spaces, County staff will notify the Contractor of the number and location of the obligated spaces at each facility, along with the duration of obligation for the spaces at each facility. The County shall not be limited on the duration for any such obligation of spaces at any facility included herein. The County will be responsible for appropriately marking the obligated spaces to prevent over-parking.

**F. MINIMUM REQUIRED SCOPE OF WORK:**

The awarded firm shall be required to provide all labor, equipment, materials, supervision and transportation necessary to perform all aspects of the parking management program throughout the duration of the awarded contract. This shall include, at a minimum, the areas of services described below. The information provided below is a description of the minimum requirements for services to be performed by the Contractor, and may be adjusted in more detail, during negotiations with the awarded firm.

**Public Outreach/Education:**

The Contractor shall be required to assist the County with public education and outreach to maximize public buy-in and to ensure the highest level of compliance upon implementation of the parking fees. This outreach and/or education may begin upon execution of a contract, and may be required periodically throughout the duration of the Contract.

**Collection of Parking Fees:**

The Contractor shall provide the method(s) for collection of parking fees for all sites, utilizing in-place infrastructure, such as pay stations, or through a mobile device, or through a phone number patrons may call to make payment. The Contractor shall not utilize a method of collecting parking fees that requires a cash transaction. The Contractor shall provide all signage required at each site to inform patrons of the fees required to park, which must include instructions on how to make the necessary payments. Any infrastructure that is required to be installed at any or all of the specified locations shall be the responsibility of the Contractor to any and all labor, materials, and equipment to maintain, repair, and/or replace, as necessary, to keep all equipment in good working condition, so that fees can be paid every day the facilities are open. The Contractor must have a contingency plan and/or system in place to continue operations for collection of fees in the event any of the systems or equipment utilized for fee collection encounter any shut down or interruption of service.

**Website/Mobile Application:**

In the event the Contractor utilizes a website or mobile application to collect the required parking fees, the website and/or mobile application shall comply with the Payment Card Industry Data Security Standard (PCI DSS). Any program or application data must have the ability to be integrated and/or shared with the County, and, possibly, third parties, as deemed necessary by the County.

**Enforcement:**

The Contractor shall be responsible for the enforcement of the parking fees at all specified locations. The Contractor shall implement a method for ensuring all patrons are paying the required parking fees, whether through daily or annual fees. The Contractor may propose a proactive process for ensuring compliance with the parking management program, or may utilize a ticketing/citation program for violators, or may implement an alternative program for collection of unpaid parking fees, as approved by the County. Neither the Board of County Commissioners, nor any of the constitutional offices will participate in any enforcement services, including issuing citations, fines, or prosecution of any violations.

**Staffing:**

The Contractor shall provide for staffing sufficient to perform the required services of the parking management program as negotiated and in accordance with the Contract Document. All staffing shall be professionally attired, if performing duties at any of the included facilities, or performing any kind of public outreach. Contractor personnel, along with any sub-contractor personnel (as applicable), is required to display the staff member's name, Contractor name and contact phone number on uniform shirts. All staff shall be attired uniformly, with standard collared shirts, pants, shorts, jackets and hats to provide a professional appearance across all facilities.

**Payment of Collected Fees:**

The Contractor shall remit amounts due to the County for all parking fees collected, for daily and annual passes, on no less than a weekly basis, with daily remittance being preferred. The Contractor shall be provided access to make electronic payments to the appropriate County account(s).

**Collection Reconciliation & Reports:**

The Contractor shall provide reconciliations of all fee collections on no less than a weekly basis, with daily reconciliations being preferred. Reconciliation reports shall be provided to the designated County representative, via email. At a minimum, the Contractor shall be required to provide the following information in the reconciliation reports: number of daily fees paid at each facility for each day, number of annual passes purchased within each reconciliation period, amount collected for daily and annual fees at each location, and total amount collected in parking fees. The reconciliation report shall also include the breakout of sales tax from the fees collected at each facility, and in total, for each reconciliation period.

**Audits:**

The Contractor shall have an audit performed by a Certified Public Accountant, at the end of each calendar year of the Contract Agreement for all gross receipts for the previous year. The audit must be performed and provided to the County within thirty (30) calendar days of the last day of each calendar year of the awarded Agreement. The County shall be provided the audit findings and any notes from the auditor, as well as have the ability to discuss the audit findings with the auditor, should the County determine the need to do so. The audit shall be performed in accordance with generally accepted government auditing standards, which require the Contractor plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for the County with findings and conclusions based on County audit objectives. The evidence obtained by the auditor shall provide a reasonable basis for their findings and conclusions based on the County's audit objectives. The Contractor shall be required to implement changes necessary to correct and/or address any findings identified by the auditor. This audit shall be at the Contractor's sole cost.

**PART V: RFP SUBMITTAL INSTRUCTIONS & FORMAT**

**A. MINIMUM QUALIFICATIONS**

In order to be eligible to submit a proposal in response to this solicitation, Respondents must be fully licensed to perform these services in the State of Florida, and St. Johns County. Additionally, Respondents must demonstrate the performance and/or completion of a minimum of one (1) parking management program for a public agency, within the past seven (7) years, which must be equal or greater in number of facilities and parking spaces as the facilities provided herein. This requirement must be satisfied by the responding company, and cannot be met by current personnel under a different company name. Respondents must also provide a Parking Facilities Manager that has a minimum of two (2) years' experience in operating parking facilities with multiple parking facilities and a minimum of one thousand (1,000) parking stalls.

Respondents must demonstrate, and show proof of meeting or exceeding the minimum requirements in the submitted proposal. Failure by any Respondent to properly demonstrate the minimum qualifications shall result in the Respondent being removed from consideration for award.

**B. RESPONDENT RESPONSIBILITIES**

Respondents are responsible for all costs associated with developing and submitting a proposal in response to this Request for Proposals. Respondents are also solely responsible for all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All proposals received in response to this Request for Proposals shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

By submitting a proposal, each Respondent certifies that the proposer has fully read and understands all instructions in the RFP Document, and has full knowledge of the scope, nature, and quality of work required. All proposals submitted shall be binding for a minimum of one hundred twenty (120) consecutive calendar days following the proposal due date. The County reserves the right to extend this timeframe as necessary to complete contract execution.

**C. TRADE SECRETS**

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted. All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the office or department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

**D. CONFLICT OF INTEREST**

Respondents must certify that they presently have no interest, and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein. Respondents must certify that no person having any interest shall be employed for the performance of any of the required services as provided herein.

Respondents are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Respondent may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

**E. USE OF COUNTY LOGO**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

**F. RFP PACKAGE SUBMITTAL INSTRUCTIONS**

The submitted proposal must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the proposals.

Proposals shall be submitted in a sealed envelope or container, and labeled, on the exterior of the package, with the Respondent's full legal company name and mailing address, as well as "RFP No: 19-33: Parking Management Program". **Proposals shall be mailed or hand-delivered to the St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, FL 32084.** Proposals must be submitted, in the format provided herein, by or before **four o'clock (4:00PM) EST on Thursday, February 21, 2019.** St. Johns County Purchasing will not accept any Proposals that are not submitted in the manner described above. Any unsealed, unlabeled, or otherwise incomplete packages may be rejected. Any packages received after the deadline as provided above, shall not be provided to the Evaluation Committee for review, and shall be returned to the sender, unopened.

**G. RFP PACKAGE COMPONENTS:**

All of the components outlined below must be included with each copy of the proposal and submitted as follows: one (1) hard-copy original proposal, and one (1) exact electronic PDF copy on a USB drive. The original hard-copy of the Respondent's proposal shall be submitted on 8 1/2" X 11" pages, numbered, and all headings, sections and sub-sections shall be identified appropriately.

Failure to provide any material information as required in this RFP Document may be grounds for a submitted proposal to be deemed non responsive to the requirements provided in this RFP, and may remove the Respondent from further evaluation or consideration.



All Proposals must include the following components:

<u>Section</u>	<u>Topic</u>
1	Proposal Cover Page & Cover Letter
2	Qualifications & Experience of Company and Staff
3	Technical Proposal – Parking Management Program
	3a – Proposed Public Outreach & Education Plan
	3b – Proposed Implementation Schedule
	3c – Proposed Enforcement Methodology
	3d – Proposed Operating Plan
	3e – Proposed System(s) and Infrastructure for Fee Collection
	3f – Proposed Revenue Remittance Process & Schedule
	3g – Proposed Reporting Methods and Information
4	Pricing Proposal
5	Revenue Proposal
6	Administrative Information

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is highly recommended that proposals be organized in the manner specified as follows:

**Section 1: Proposal Cover Page & Cover Letter**

In this section, Respondent shall complete and submit the Proposal Cover Page, and provide a cover letter that should provide the following:

- The Respondent Company type (sole proprietorship, partnership, corporation, joint venture, etc.), Company name and business address – must include location address of office that will administer this Contract
- All contact information, including name, title, phone number, fax number, e-mail address, and mailing address of the authorized Representative(s) of the Respondent’s organization who will be responsible for answering any questions regarding the RFP, and those representatives who will be responsible for negotiating and executing contracts.
- Highlights of the Respondent’s qualifications and ability to perform the project services
  - Profile - Provide a brief company background statement to include, but not limited to, years in business, company size, corporate structure, types of services offered, and professional affiliations
- A brief statement of the respondent’s understanding of the project provided in this RFP

**Section 2: Qualifications & Experience of Company and Staff**

In this section, Respondent must demonstrate compliance with the minimum qualifications requirements as provided herein on page 9. Additionally, Respondent must provide documentation to fully demonstrate the qualifications, education, experience, and abilities of any and all personnel that shall perform any portion of the work under the awarded Contract. Respondent must also demonstrate the qualifications and experience of the company, as a whole, as well as any sub-contractors proposed to perform any aspect of the services required under the awarded Contract.

Qualifications and Experience of Staff may be demonstrated in the form of resumes for employees who will be performing work, along with any other documentation or information that assists in the demonstration of company and/or staff qualifications. Respondents shall also provide the qualifications of any external resources being proposed for any portion of the work required under the awarded contract. If the Respondent is proposing a partnership with any other firm(s), or is utilizing resources of any sub-contractors or sub-consultants, all qualifications of those external resources shall be submitted in this section

Respondents must also provide the following documentation in this section of the submitted RFP Package:

- Proper and valid licensing to conduct business in the State of Florida
- Current Applicable Department of Business & Professional Regulation License(s) or Certification(s)
- Any other Applicable Certification(s)

In this section, Respondents shall also provide documentation to demonstrate all past experience related to parking management programs performed by the Company within the last seven (7) years. Respondents shall provide, at a minimum, the following information for each project included in this section:

- Project Name & Location
- Name & Contact Information of Project Owner
- Description of Parking Management Program implemented
  - Must include: description of methods used for collection of fees, methods for enforcement, remittance of revenues, reporting, description of the day-to-day operation of the parking program, number and type(s) of parking facilities, number of spaces per facility, proximity of facilities to each other, estimated annual volume of patrons each year per facility
- Annual Cost of the Program Management & Annual Revenues Generated
- Project Manager for Respondent
- Kick-Off & Completion Dates of the Project

The County reserves the right to contact any or all of the representatives from the list of experience submitted by any Respondent to verify relevance, satisfactory completion/performance of services. The County may utilize this information in its consideration of any Respondent prior to moving forward with evaluation or recommendation for award.

### **Section 3: Technical Proposal for Parking Management Program**

In this section, Respondents shall submit their Technical Proposal for the Parking Management Program. The proposal shall have seven (7) components:

1. Proposed Public Outreach and Education Plan – Must include methods for conducting public outreach and education prior to, during, and after implementation of the parking management program.
2. Proposed Implementation Schedule – Must include whether or not Respondent is proposing a total implementation of all included facilities at once, or a staggered implementation. If proposing a staggered implementation, Respondent must provide the proposed phasing and methodology and demonstrate how the proposed implementation schedule is in the best interest of the County. Also, implementation schedule must provide for any installation requirements that are needed for each location for infrastructure proposed. Respondent must identify whether or not those installation requirements are proposed to be completed by the Respondent or by the County.
3. Proposed Enforcement Methodology – Must include methods proposed by the Respondent to maximize compliance with the parking program and collection/payment of fees, whether through assistance and education on the front end of the implementation of the program, or through ticketing/assessment of fines for noncompliance or nonpayment.
4. Proposed Operating Plan – Must include proposed day-to-day operations for collection of fees, troubleshooting, maintenance, and repairs of infrastructure equipment and systems, reconciliation of all fees collected and reporting of information to the County with payment. Also must include methodology for managing facilities with over forty (40) miles of separation. Respondents must provide whether or not there will be staffing placed at any or all of the facilities included, on a day-to-day or other regular basis. If not regularly staffing, then must detail how and where staffing will be maintained and for what purposes.
5. Proposed System(s) and Infrastructure for Fee Collection – Must include proposed equipment and methodology for keeping all equipment, systems, and infrastructure in good working condition throughout the duration of the contract, what the replacement timeframe is for any equipment, the update/upgrade schedule for any online systems or web applications. Must also include a description of any online systems, web applications, or other mobile applications, the user interface, process for utilization to make payments, along with any other information related to the systems and equipment infrastructure proposed for use with the parking management program.
6. Proposed Revenue Remittance Schedule and Process – Must include a description of all audit and financial controls in place by the Respondent, compliance with regulatory requirements, systems proposed for use in this function, and how remittance will be made and at what frequency (daily/weekly).
7. Proposed Reporting Methods and Information – Must provide sample reports for all reconciliations, methods for conveyance of information, and what information will be provided to the County as it relates to the parking management program and the performance of services.

**Section 4: Pricing Proposal**

In this section, Respondents shall submit their pricing proposal for performance of all services for the parking management program in accordance with the requirements provided herein. The pricing proposal shall consist of the annual cost for all services required for the management of the parking program, broken down into monthly increments for payment. It also must provide any costs that are not included in the annual cost. The pricing proposal shall reflect any differentiation between initial months under contract for development and implementation of infrastructure and systems, and monthly costs after implementation, when parking program is in full operation. The proposed annual amount must be broken down to demonstrate all costs associated with performance of the required services.

**Section 5: Revenue Proposal**

In this section, Respondents shall submit their proposed annual revenue that shall be generated, for the County, based on their proposed parking management program, and the fees established by the County and the facilities included herein. This revenue proposal shall provide a revenue breakdown for all sites provided in this RFP Document. The revenue proposal shall reflect any delays in revenue collection due to proposed staggered implementation (if applicable). The proposal for revenue shall include a breakout of the sales tax from the total fees collected.

**Section 6: Administrative Information**

- Proof of Liability Insurance and its limits
- Drug Free Work Place Form (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Form (Complete and Submit)
- Copies of all issued Addenda (Acknowledge and Submit)

**H. DETERMINATION OF RESPONSIVENESS**

The County shall make a determination for each respondent, as to the responsiveness of the submitted proposal to the requirements provided herein. Any respondent who fails to comply with the requirements of this Request for Proposals may be determined as non-responsive, and may be removed from consideration by the Evaluation Committee. Only those respondents who are fully responsive to the requirements herein will be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted RFP Package. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality.

**PART VI: EVALUATION & AWARD**

**A. EVALUATION OF RESPONSES:**

All properly submitted and responsive Proposals shall be evaluated by an Evaluation Committee of no less than three (3) representatives. The Evaluation Committee may consist of County Staff, and additional field experts, as applicable to meet the needs of the County. Each Evaluation Committee Team Member will receive a set of all of the submitted proposals, and an electronic copy of the RFP document with all issued Addenda, an Evaluator’s Score Sheet and an Evaluator’s Narrative Sheet. Evaluators shall review and score the submitted, responsive, RFP Packages individually, with no interaction or communication with any other individual outside of the public evaluation meeting. Evaluators’ scores shall be announced, and proposals shall be publicly ranked at the Evaluation Meeting.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to/negotiate with the firm whose proposal best serves the interest of the County.

**B. EVALUATION CRITERIA:**

It is the intention of St. Johns County to evaluate, and rank responsive proposals from highest to lowest utilizing the evaluation criteria listed below:

Criteria	Points
1. Qualifications & Experience of Company & Staff	20
2. Technical Proposal – Parking Management Program (Total Score for this Criterion comprised of scores of all seven (7) components of Technical Proposal shown below)	105
Proposed Public Outreach and Education Plan	15
Proposed Implementation Schedule	15
Proposed Enforcement Methodology	15
Proposed Operating Plan	15
Proposed System(s) and Infrastructure for Fee Collection	15
Proposed Revenue Remittance Process & Schedule	15
Proposed Reporting Methods and Information	15
3. Pricing Proposal	25
4. Revenue Proposal	25
5. Quality of Submitted Proposal	10
Total Score Available per Evaluator	185
TOTAL SCORE AVAILABLE PER PROPOSAL (185 pts X 5 Evaluators)	925

Please note that #2 above, Technical Proposal, is worth a total of 105 points, with each component being worth up to 15 points each.

Please note that in the event the County utilizes an Evaluation Committee of less than five (5) individuals, the Total Score Available per Proposal shall be less than the number of points provided above.

**C. PRESENTATIONS BY SHORT-LISTED FIRMS:**

In the event the Evaluation Committee and Purchasing Department determines that presentations from shortlisted firms are necessary to make a final recommendation, shortlisted firms will be notified by the County. Presentations will be evaluated by the Evaluation Committee, and the scores for the presentations shall be added to the scores for the proposal for each firm, to determine the Total Score for each firm. The criteria by which presentations will be scored will be provided to the shortlisted firms with the above referenced notification by the County.

**D. RECOMMENDATION FOR AWARD:**

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with the highest ranked firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein. Upon approval by the Board of County Commissioners, County Staff shall begin negotiations, and if terms and conditions are agreeable to all parties, an agreement shall be issued and executed by all parties.

**E. PROTEST PROCEDURES:**

Any respondent adversely affected by an intended decision, or by any term, condition, or procedure or specification with respect to this Request for Proposals, shall file, with the SJC Purchasing Department a written Notice of Protest, no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting, either electronically, or by other means, of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The full protest procedures may be obtained from the SJC Purchasing Department, and are included in St. Johns County's Purchasing Manual. All terms and conditions of the County's Purchasing Manual are hereby incorporated into this RFP Document by reference, and are fully binding.

**RFP NO: 19-33; PARKING MANAGEMENT PROGRAM**  
**EVALUATORS'S SCORE SHEET EXAMPLE**

**ST. JOHNS COUNTY FLORIDA**  
**BOARD OF COUNTY COMMISSIONERS**

**DATE:** \_\_\_\_\_  
**PROJECT:** \_\_\_\_\_

**CRITERIA RANKING:**

<b>Respondents</b>	<b>1. Qualifications &amp; Experience of Company &amp; Staff</b>	<b>2a. Technical Proposal – Public Outreach &amp; Education Plan</b>	<b>2b. Technical Proposal – Implementation Schedule</b>	<b>2c. Technical Proposal – Enforcement Methodology</b>	<b>2d. Technical Proposal – Operating Plan</b>	<b>2e. Technical Proposal – System(s) &amp; Infrastructure for Fee Collection</b>	<b>2f. Technical Proposal – Revenue Remittance Process &amp; Schedule</b>	<b>2g. Technical Proposal – Reporting Methods &amp; Information</b>	<b>3. Pricing Proposal</b>	<b>4. Revenue Proposal</b>	<b>5. Quality of Submitted Proposal</b>	<b>TOTAL SCORE</b>
	0-20	0-15	0-15	0-15	0-15	0-15	0-15	0-15	0-25	0-25	0-10	<b>0-185</b>

**SIGNATURE OF RATER:** \_\_\_\_\_ **PRINT NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**RFP NO: 19-33; PARKING MANAGEMENT PROGRAM**

**PART VII: CONTRACT REQUIREMENTS**

**A. CONTRACT AGREEMENT & TERM:**

The Contract Agreement shall be on a form furnished by the County, and agreed upon by both parties. The Initial Contract Term shall be for a period of three (3) calendar years. There shall be two (2) one (1) year renewal periods available to be exercised by the County, upon satisfactory performance by the awarded firm, mutual agreement by both parties, the availability of funds, with approval by the Board of County Commissioners.

In the event that a Contract Agreement is attached to the RFP, such attached Contract Agreement is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract Agreement is not attached to the RFP, it is expressly understood that the Board of County Commissioners' (Board's) preference/selection of any proposal does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any Proposal, Contract Negotiations will follow between the County and the selected Respondent. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County, and the selected Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent's Proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP.

**B. CONTRACT PRICING:**

The pricing agreed upon by both parties, and included in the Contract shall remain firm throughout the duration of the initial term of the Agreement. Changes to prices shall only be considered at the time contract renewals are processed. The Contractor shall be required to submit any request for changes to the Contract Pricing no less than ninety (90) days prior to the effective date of any contract renewal period. Changes to Contract Pricing must be justified by the awarded firm, by providing proof of increases to costs to the awarded firm, or changes in governmental regulation. Any change to Contract Pricing shall be negotiated between the County and the awarded firm, and shall not go into effect until a Contract Amendment has been issued, and signed by both parties.

**C. COMPENSATION & METHOD OF PAYMENT:**

St. Johns County shall compensate the awarded firm based upon the amounts agreed upon by both parties, through negotiations, and as provided in the Contract Agreement, or policy. It is strictly understood that the awarded firm is not entitled to any amount of compensation. Rather, the awarded firms' compensation shall be based upon the awarded firm's adhering to the Scope of Work, detailed in the Contract. As such, the awarded firm's compensation is dependent upon satisfactory completion of the required services, provided herein.

St. Johns County's obligations under the awarded Contract Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under the awarded Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the awarded firm cannot demand that the County provide any such funds in any given County Fiscal Year.

The awarded firm shall invoice the County in the manner and at the frequency as set forth by the County, and provided in the Contract Agreement, or policy, for these services.

**D. REVENUE REMITTANCE TO COUNTY**

The Contractor shall remit all revenue collected on a daily or weekly basis, as negotiated and approved in the awarded Contract, utilizing electronic payments. The County shall establish payment-only access to the Contractor to make these payments.

**E. SUBCONTRACTING:**

The County reserves the right to approve the use of any sub-contractor, or to reject the selection of a particular sub-contractor, and to review any and all proposed sub-contractors to make a determination as to the capability of the sub-contractor to perform any aspect of the required services as provided herein. Respondents are encouraged to seek disadvantaged, minority, and women owned business enterprises for participation in sub-contracting opportunities.

**F. CONTRACT PERFORMANCE:**

At any point in time during the term of the Contract with the awarded firm, County Staff may review records of performance to ensure that the awarded firm is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a awarded firm no longer possesses the financial support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

**G. TERMINATION:**

Failure on the part of the awarded firm to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the awarded firm fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification stating any and all items of non-compliance. The awarded firm shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the awarded firm.

In addition to the above, the County may terminate the Contract Agreement, or policy, at any time, without cause, upon thirty (30) days written notice to the awarded firm.

In the event of termination of the Contract Agreement, or policy, for any reason, the earned fees or other consideration shall be computed on a pro rata basis without penalty, and the awarded firm shall refund the excess of paid fees or other consideration to St. Johns County, within thirty (30) days from the effective date of termination.

**H. INSURANCE REQUIREMENTS:**

Each Respondent shall be required to demonstrate the minimum insurance coverage, stated below, which shall be required throughout the duration of the Contract. If any Respondent does not currently carry insurance coverage(s) at the minimum levels provided below, the Respondent shall be required to provide a Certification Letter from an Insurance Provider, stating that the Respondent is eligible for coverage in at least the amounts, as provided herein.

Upon award, the Contractor shall not commence work under the awarded Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. The County shall specifically be named as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must be provided along with the Certificate of Insurance.

Certificate Holder Address: St. Johns County, FL  
500 San Sebastian View  
St. Augustine, FL 32084

The Contractor shall maintain throughout the life of the awarded Agreement, Comprehensive General Liability Insurance with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under the awarded Agreement, whether such operations be by the Contractor, or anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain throughout the life of the awarded Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

The Contractor shall maintain throughout the life of the awarded Agreement, Umbrella or Excess Liability Insurance covering workers' compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Contractor shall maintain throughout the life of the awarded Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee may adjust these insurance requirements.

**I. INDEMNIFICATION:**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, a Sub-consultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Sub-consultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Sub-Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

**J. LICENSES, PERMITS & FEES:**

The awarded firm shall be required to obtain and maintain throughout the duration of the Contract, any and all licenses relative to the performance of the work specified herein, proposed by the Respondent, or included in the final executed Contract Agreement. The awarded firm shall be responsible for obtaining any and all applicable permits, and paying any and all fees associated with the required permits, or for the completion of the required scope of work provided in the Contract.

**K. GOVERNING LAWS & REGULATIONS:**

It shall be the responsibility of the awarded firm to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and performance.



**RFP NO: 19-33; PARKING MANAGEMENT PROGRAM**

**PART VIII: ATTACHMENTS/FORMS**

**REQUEST FOR PROPOSALS (RFP) NO: 19-33  
PARKING MANAGEMENT PROGRAM**

**COVER PAGE**

**SUBMIT ONE (1) HARD-COPY ORIGINAL PROPOSAL, AND  
ONE (1) EXACT ELECTRONIC PDF COPY OF THE SUBMITTED PROPOSAL IN A SEALED ENVELOPE  
OR CONTAINER TO:**

PURCHASING DEPARTMENT  
ST. JOHNS COUNTY  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE FLORIDA 32084

**COMPANY NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
Mailing Address (Street Address, City, State, Zip Code)

**AUTHORIZED COMPANY REPRESENTATIVE**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

**REQUEST FOR PROPOSALS (RFP) NO: 19-33  
PARKING MANAGEMENT PROGRAM**

**PRICING PROPOSAL**

Each Respondent shall insert and submit a pricing proposal with the annual cost for the management of the parking program. This annual amount shall include the provision of any and all labor, equipment, transportation, subscriptions, and any other components of the parking program. The annual amount shall be divided into twelve (12) monthly installments for payment by the County. Each Respondent shall also provide a breakdown of their submitted pricing proposal to demonstrate the costs of the various components of the parking management program. Each Respondent shall also include or attach, separately, any additional costs being proposed as part of their parking management program.

PARKING MANAGEMENT PROGRAM ANNUAL FEE: \$ \_\_\_\_\_

MONTHLY INVOICE AMOUNT: \$ \_\_\_\_\_

**REQUEST FOR PROPOSALS (RFP) NO: 19-33  
PARKING MANAGEMENT PROGRAM**

**REVENUE PROPOSAL**

Each Respondent shall submit an annual revenue proposal that will be generated for the County by the parking management program, upon implementation. The revenue proposal shall include all sites included in this RFP, and shall breakdown the proposed revenue by site, as well as include the total annual amount proposed. Each Respondent shall provide, along with the revenue proposal, any supporting calculations or documentation that supports the proposed revenue amount(s). The revenue proposal shall provide a breakout of sales tax from the total fees provided in the RFP Document.

**REQUEST FOR PROPOSALS (RFP) NO: 19-33  
PARKING MANAGEMENT PROGRAM**

**St. Johns County Board of County Commissioners**

**DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

\_\_\_\_\_  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Legal Company Name

**REQUEST FOR PROPOSALS (RFP) NO: 19-33  
PARKING MANAGEMENT PROGRAM**

**AFFIDAVIT**

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_. Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of \_\_\_\_\_ (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No.:19-33; Parking Management Program.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

\_\_\_\_\_  
(Proposer)

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**RESPONDENTS MUST EXECUTE AND SUBMIT THIS AFFIDAVIT WITH PROPOSAL. FAILURE TO SUBMIT THIS AFFIDAVIT WITH PROPOSAL SHALL BE GROUNDS FOR DISQUALIFICATION.**

REQUEST FOR PROPOSALS (RFP) NO: 19-33  
PARKING MANAGEMENT PROGRAM

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title} (ex. CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Affiant

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**REQUEST FOR PROPOSALS (RFP) NO: 19-33  
PARKING MANAGEMENT PROGRAM**

**St. Johns County Board of County Commissioners  
Conflict of Interest Disclosure Form**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

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Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s) :

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Full Legal Company Name



**REQUEST FOR PROPOSALS (RFP) NO: 19-33  
PARKING MANAGEMENT PROGRAM**

**CLAIMS, LIENS, LITIGATION HISTORY**  
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

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5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail:

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6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_ If no, please explain why? \_\_\_\_\_

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7. List the status of all pending claims currently filed against your company:

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**Liquidated Damages**

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail: \_\_\_\_\_

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**OPTIONAL CHECKLIST**  
**REQUEST FOR PROPOSALS (RFP) NO: 19-33**  
**PARKING MANAGEMENT PROGRAM**

<b>SECTION</b>	<b>ATTACHMENT NAME</b>	<b>CHECK BOX</b>
<b>Section 1</b>	RFP Cover Page & Cover Letter	
<b>Section 2</b>	Qualifications & Experience of Company & Staff	
<b>Section 3</b>	Technical Proposal	
	3a – Proposed Public Outreach & Education Plan	
	3b – Proposed Implementation Schedule	
	3c – Proposed Enforcement Methodology	
	3d – Proposed Operating Plan	
	3e – Proposed System(s) & Infrastructure for Fee Collection	
	3f – Proposed Revenue Remittance Process & Information	
	3g – Proposed Reporting Methods & Information	
<b>Section 4</b>	Pricing Proposal	
<b>Section 5</b>	Revenue Proposal	
<b>Section 6</b>	Administrative Information (include the following):	
	Proof of Liability Insurance and Limits	
	Drug Free Work Place Form	
	RFP Affidavit	
	RFP Affidavit of Solvency	
	Conflict of Interest Form	
	Respondent's Warranty	
	Copies of all Acknowledged Addenda	