



**City of Tacoma
Public Works Department
Parking Management Services For The City Of Tacoma's Parking
System
RFP PW21-0041F**

QUESTIONS and ANSWERS

All interested parties had the opportunity to submit questions in writing by email to Samol Hefley by March 11, 2021. The answers to the questions received are provided below and posted to the City's website at www.TacomaPurchasing.org: Navigate to *Current Contracting Opportunities / Services*, and then click *Questions and Answers* for this Specification. This information IS NOT considered an addendum. Respondents should consider this information when submitting their proposals.

Question 1: Exhibit A mentions that costs associated with the shared space highlighted in yellow is split based on dedicated space. Can you please share the costs associated with the yellow highlighted area based on renting the office outlined in red for the last 2 years?

Answer 1: Shared space calculations and obligations are split prorated based on the dedicated space ratios for each group. Provided that only the red area is rented by the operator the approximate square footage as a percentage of overall non-common area space would represent about 35.1% of the overall dedicated areas. At that ratio the estimated cost of the common areas that would be absorbed by the operator would be:

	total common area square footage	1749
	Operator % of dedicated space	35.10%
	Operator portion of common area (sq. footage)	614
	lease rate	19.15
	est. total amount (monthly)	\$ 979.68

Question 2: How many meters for street parking still accept coin?

Answer 2: All on-street meters still accept coins.

Question 3: Does the muni court support expense provided in Exhibit F belong to the operator or the city?

Answer 3: This expense is absorbed directly by the City and is not considered an operating expense associated with this contract.

Question 4: Are credit card fees accounted for in either the revenue or expenses provided in exhibit F?

Answer 4: Yes, credit card fees are accounted for in exhibit F as part of the operating expenses.

Question 5: Is George's Park, Site 8, and Site 12 included in pay station revenue and expenses provided in Exhibit F?

Answer 5: No. These lots were transferred to the City's Parking System on 1/1/2021. No historical data for revenue or expenses are available.

Question 6: Are Permit parking costs and expenses provided in Exhibit F associated with the residential program?

Answer 6: Yes and associated maintenance and operating expenses for the City's enforcement efforts.

Question 7: Are expenses for parking enforcement as provided in Exhibit F the city's staff?

Answer 7: Yes and associated maintenance and operating expenses for the City's enforcement efforts.

Question 8: Is it possible to share the same expenses in exhibit F for 2020?

Answer 8: Please see "4140 Budget Summary" sheets for actual financial performance and budget information by facility.

Question 9: Is it possible to share profit and loss statements for each site for both 2019 and 2020?

Answer 9: Please see "4140 Budget Summary" sheets for actual financial performance and budget information by facility.

Question 10: Will you provide a copy of the approved budget for 2019, 20, and 21?

Answer 10: Please see "4140 Budget Summary" sheets for actual financial performance and budget information by facility.

Question 11: Will you provide copies of the P&L's for 2019, 20, 21?

Answer 11: Please see "4140 Budget Summary" sheets for actual financial performance and budget information by facility.

Question 12: Will you provide a copy of the weekly schedule?

Answer 12: Office Hours: Monday through Friday, 8am-6pm
On-Street Service Hours: All hours of On-Street meter service. 8am-8pm, Monday through Saturday.
All other staffing for general maintenance, events, enforcement, and management are vendor recommended.

Question 13: Will the parking revenue be deposited directly into City of Tacoma bank account?

Answer 13: Yes, all parking revenues are deposited directly into the City of Tacoma bank account.

Question 14: Will you provide a list of the items related to the parking operations that require immediate repair?

Answer 14: There are no known equipment issues that require immediate repair.

Question 15: Will you provide a list of the items that require maintenance? Please include the required frequency.

Answer 15: The expectation for the operator is to establish maintenance protocols consistent with manufacturer's recommendations for equipment owned by the City. List of specific equipment as follows:

Air Handler	Tacoma Parking Garage
EV Charging stations	All structured facilities (not surface lots)
Elevator(s)	Tacoma Parking Garage, Park Plaza North, Museum of Glass
Paystations	On-street, All off-street facilities
Fire Safety elements	All facilities

Question 16: Will you provide a list of the vendors currently approved by the city for repairs and or maintenance?

Answer 16: There is not an "approved" list of vendors who provide maintenance in large part because the operator makes suggestions on the appropriate vendor to be used depending on the issue. With that said, there is an expectation that the vendor that is chosen for maintenance is appropriately trained on manufacturer specifications, are properly insured and bonded for the work being requested.

Question 17: Will you provide a list both salary and hourly wages for the current staff?

Answer 17: Wage Ranges and Positions are estimated below:
Event Attendant/Security/Ambassador = \$14 to \$16 per hour
Enforcement = \$15 to \$17 per hour
Administrative Staff = \$17 to \$21 per hour
Maintenance = \$16 to \$20 per hour
Maintenance Manager = \$50,000 to \$70,000 per year
Assistant Operations Manager = \$50,000 to \$70,000 per year
Operations Manager = \$65,000 to \$85,000 per year
Office Manager = \$65,000 to \$85,000 per year (Only 65% is charged to the City of Tacoma.)

Question 18: Are there any upgrades, new equipment, or capital improvements scheduled for the 2021-22 year?

Answer 18: Due to the impacts of the COVID-19 pandemic, the City has removed large capital expenses from our budget for the next two years. Some projects may be reconsidered depending on how revenue streams rebound.

Question 19: Page 2, Section 9 of the Sample Service Contract references a “not to exceed amount” section. Section 6 - Firm Proposed Fees (Cost) on page 16 describes a management fee with reimbursable costs. Please explain the 2 as they relate to each other. What happens if the “not to exceed” threshold is broken?

Answer 19: The not to exceed provision is related to the City’s biennial budget process. The Parking Operator will provide biennial budget figures for the City’s consideration and once approved all expenditures within that biennium will be monitored so as not to exceed the approved budget. It is expected that many operating expenses will increase during the life of this contract, but the management fee portion should be consistent throughout the term and will not be renegotiated during the contract or subsequent option periods.

Question 20: Deal Structure. Will the City accept an alternate price proposal of a cost plus management agreement in place of the fixed pricing in the RFP? There was mention on the call of that being an option. Can you kindly confirm this structure is acceptable?

Answer 20: For apples to apples comparison purposes, the City requests that the initial bid follow the bid structure documents referenced in the RFP. For clarification, the “fixed price” component of this is isolated to the management fee only. Operating expenses should be articulated using the workbook tool provided.

Question 21: If an Operator proposes an alternate deal structure, like a cost plus scenario, must the operator still submit a fixed fee response?

Answer 21: Yes, the City desires to have the ability to compare proposals with as much consistency as possible. Any alternative deal structures will be considered, but must be in addition to the base bid.

Question 22: In consideration of the existing pandemic, and significant delays in mail and carrier services, will the City accept a digital only submission?

Answer 22: This will be addressed in Addendum No. 1.

Question 23: Please clarify the proposed deal structure for special events. Is this to be billed separately on a man hour basis?

Answer 23: There is no deal structure associated with special events. The expectation for the operator is to properly staff events at our various venues. Costs associated with events (staffing, equipment, etc.) have historically been considered a direct operating expense and have been absorbed by the facility that has benefited from the event parking.

Question 24: How many special events (instances) were covered under this contract in 2019. How many labor hours were associated with those events? What is the max number of personnel provided for a single event?

Answer 24: 2019 had an estimated 4200 labor hours for Event Attendant/Ambassador. The number of event attendants would be scaled to the size of the event. Typically 1 to 4 event staff assigned for an event. The number of events was not specifically

tracked for internal reports, but there is an estimated 220 events per year on average.

<https://tacomaconventioncenter.org/greater-tacoma-convention-center-celebrates-15th-anniversary>

Question 25: Please confirm that special event personnel are not expected to direct traffic in the streets.

Answer 25: This is correct, special events personnel are not expected to direct traffic.

Question 26: Any contract exceptions or proposed changes must be noted in the proposal; otherwise, the bidder waives their ability to take exception. The City reserves the right to reject any changes. Although Standard T&C, 1.23 states that if the bidder “refuses” to execute a contract, we will lose the bid bond, but on the call it was said there is no bid bond requirement. Can you please clarify?

Answer 26: This RFP does not require a bid bond.

Question 27: (Standard T&C, 1.26; RFP Section III(E), Services Contract, Sec. 6). The initial term is 2 years, with 3 renewal options of 1-year each. It is unclear whether extensions are at the client’s sole discretion (see Standard T&C, 1.26; Services Contract, Sec. 6) or whether they are upon mutual agreement (see RFP Section III(E)). Will the City consider mutual consent for option years?

Answer 27: Yes, the contract extension is at the sole discretion but would be for mutual consent of the supplier and City optional years.

Question 28: Operator’s Termination Rights. Operator has no right to terminate. Specifically, they have no recourse if the City fails to pay within 30 days. At a minimum, we seek the the right to terminate the contract for the client's breach and failure to cure within 10 days for a monetary breach or within 30 days for a non-monetary breach. Please advise if acceptable.

Answer 28: Exceptions may be considered during the contract negotiations stage of this solicitation.

Question 29: Client’s Termination Rights. (Standard T&C, 1.27). Standard T&C 1.27 states that the client may terminate without cause or for cause by giving 10 days’ prior written notice; however, the same section also states that the City will provide a 30-day opportunity to cure any default. RFP Section III(E) states that the City may terminate for convenience upon 60 days’ notice. We seek clarification on these competing timelines. Also, please clarify whether Operator will be afforded 30 days or 10 days to cure a default as we ask this be included. Lastly please clarify whether the City can terminate for convenience on 10 or 60 days’ notice.

Answer 29: This will be addressed in Addendum No. 1

Question 30: Revenue & Banking. (Section IV(A)(4); (B)(11)).

(a) Banking. Can you please clarify the banking, we believe it is deposited in the City Bank account. Sections IV(A)(4) and (B)(11) state that Operator will deposit cash into the City’s account, but Section IV(A)(5) references “disbursements” which implies that the operator may be banking revenue. **Also for Credit Cards who will be the merchant of record.** If the operator we would need to take

exception to this and request to bank any credit card fees and remit to the City on an agreed upon schedule.

Answer 30: Yes, all money will be deposited in the City's bank accounts. We will provide the deposit slips, endorsement stamps and deposit bags necessary to deposit cash, check, and coin. City of Tacoma is the merchant of record so all credit card payments will flow directly into our bank as well.

Question 31: Management Fee. (Standard T&C, 1.35). The structure of the management fee is not clear to us (i.e. base fee v. percentage fee); however, "pricing" must be firm and without increases. Please confirm that the management fee is fixed for the initial term. If so, is that only the management fee or the flat operating fee in totality?

Answer 31: The only portion of the bid that should be considered "firm" would be the management fee portion of the bid. It is acknowledged that there are a number of other operating costs that may be adjusted from time to time at the discretion of the City based on adjustments to the scope of work.

Question 32: Are any costs considered direct reimbursable (pass-through) costs that would be separate from the fixed management fee other than non-routine R&M.

Answer 32: Historically all expenses associated with the day to day operations have been treated as pass through expenses with no mark up. If your proposal contemplates mark ups or additional profit centers the City desires to better understand what those items are and the associated markup contemplated.

Question 32: Budget v. Firm Pricing. As mentioned above, "pricing" is firm and may not increase during the term, but there is also a bi-annual budget process. Please clarify that operating expenses will not be "firm", but will be subject to increase pursuant to the budget process.

Answer 32: This is correct, the operating expenses are subject to increase pursuant to the budget process.

Question 33: Not-to-Exceed. The contract is subject to the living wage requirement. Will the City provide a condition for the ability to increase the budget and the not-to-exceed cap to accommodate increases to the prevailing wage / living wage laws or other laws that could materially impact Operators operating costs. Standard T&C, 1.35 while this section lightly addresses this issue and states that "price increases may at the City's discretion be passed along during a contract period if the increase is mandated by statute or the result of a tariff". Unfortunately, the language is not clear enough and increases would be subject to the City's discretion. Please clarify the Operators rights to an increase for the above mentioned.

Answer 33: The City will consider increases in budget pursuant to statutes imposed on labor costs in the event that such increases materially impact the City and Operators budget position.

Question 34: Payment Terms. (Standard T&C 1.42, 1.43; Services Agreement, Sec. 10). The City considers payment timely if paid within 30 days; however, the agreement doesn't actually state that the City has to pay within 30 days. There is also no recourse for Operator if the City fails to pay. The City may also withhold amounts

due Operator if services or deliverables are not performed as required hereunder until such time as the Operator modifies such services or deliverables to the satisfaction of the City. **Will the City agree to a requirement that the City pay all undisputed invoices within 30 days of receipt of the same?**

Answer 34: Exceptions may be considered during the contract negotiations stage of this solicitation.

Question 35: On Street Revenues. Can you please provide the revenues in 2019 for On Street Pay-Stations broken down my Credit Card and Cash totals for each?

Answer 35: See attached "On Street 2019-2021 Cash CC Flowbird Breakdown"

Question 36: Collections Schedule - Can you please provide the 2019 and current collection frequencies for On Street Pay Stations?

Answer 36: Prior to Covid 19, in 2019 the On-Street meter was to be collected monthly. The specific time, route, and planning is up the operator. It is assume the operator would optimize routes and ensure meters did not fill to max capacity when assigning collection routes. Post Covid-19, the current collection schedule is on an as needed basis only by monitoring coin bin capacity.

Question 37: Pay by App - Can you kindly provide the percentage of payments through app providers as it relates to total On Street Revenues?

Answer 37: Most existing equipment is the property of the existing operator. The exceptions include those items that are native to the facilities such as the pay stations and the associated spare parts. Attached is a list of items that are currently owned by the City that would be transferred if a new operator is selected. For the sake of simplicity, there won't be a full list of smaller misc tools or items. Attached is a list of meter, collection, and maintenance equipment that is notable. Counting Room equipment belongs to Reef (bill reader and coin reader.)

Question 38: Transferring Equipment List. May we please receive a list of all equipment that would transfer if a new operator was selected? Examples would be vehicles, counting room equipment etc.

Answer 38: Most existing equipment is the property of the existing operator. The exceptions include those items that are native to the facilities such as the pay stations and the associated spare parts. Attached is a list of items that are currently owned by the City that would be transferred if a new operator is selected.

Question 39: Off Street Revenues. Can you please provide the revenues in 2019 for off street Pay-Stations broken down my Credit Card and Cash totals (by facility).

Answer 39: See attached "Off Street 2019-2021 Cash, CC, Flowbird Breakdown"

Question 40: Can you please provide the 2019 and current approved collection schedule for the off street pay stations?

Answer 40: Off-street was handled the same way as on street collections. Prior to Covid 19, each meter was collected monthly and post Covid it is as needed only. Actual schedule and timeline is optimized by the operator.

Question 41: Parking/Sales Tax. (Standard T&C, 1.41; Standard Agreement Section 22).

(a) Reimbursement/Remittance. The issue of parking/sales tax is silent and we seek to have that addressed. We request Sales tax must be listed as a reimbursable expense, and the operator -- not the City -- must remit sales tax to the taxing authorities. **If not we request that the City indemnify the operator from any liability arising out of the reporting and remittance of sales tax.**

Answer 41: Exceptions may be considered during the contract negotiations stage of this solicitation.

Question 42: Tax-Exemption. The City is exempt from payment of federal excise tax but is subject to local sales tax. However, the operator is not the City's purchasing agent, so cannot claim the City's exempt status as its own. Therefore, we would intend to be reimbursed for the sales tax paid on supplies and other goods purchased by Operator for the operation. **If we may claim the exemption please clarify.**

Answer 42: Exceptions may be considered during the contract negotiations stage of this solicitation.

Question 43: (c) Tax Indemnity. Operator is required to indemnify the City from Operators' failure to pay certain taxes. Depending on the final tax responsibility, we may need a reciprocal indemnification from the City. **By example If operator will be using the City's tax exempt status, if operator will be paying parking tax on revenues collected by the City, if Operator is unable to verify the amounts collected (i.e. city-cash banking) or if the City will be paying parking tax, then we will require a tax indemnification from the City. Will that be acceptable?**

Answer 43: Exceptions may be considered during the contract negotiations stage of this solicitation.

Question 44: Reconciliation. (Section III (A); Section IV(C) and (D)). Operator will be required to collect, account and reconcile revenue. If this is interpreted to be a City Bank - cash or Credit Card Operations. We cannot reconcile a client account. **We request an exception to this language if this is a City Bank Account.**

Answer 44: No exception to this language will be contemplated. There is a current reconciliation process that is administered by the City's Treasury Department and the operator is expected to adhere to those established standards.

Question 45: Repairs & Maintenance. (RFP, Section IV(B)(1)(1)).

a. Operator Responsibilities. Operator will be responsible for general maintenance, housekeeping, cleaning, sweeping, cleaning interior of elevator cabs, cleaning of signage, landscaping, snow removal, windows, parking equipment, re-lamping of light fixtures, removing graffiti within 2 days, and preventative / routine maintenance of the PARCs and meters. Operator must also keep the maintenance agreements for elevators and fire control. Operator will also perform "extraordinary, non-routine maintenance and major repairs such as structural repairs, elevators, escalators, fans, cameras, emergency intercoms, and revenue equipment not covered by service maintenance contracts," the costs of which must be authorized. However under Client's Responsibilities. The RFP

contradicts this and states that extraordinary repairs and the replacement of any equipment, restorations, and/or structural repairs to facilities are the responsibility of the City. **Please clarify.**

Answer 45: Depending on the complexity of the item the Operator may from time to time be asked to manage the project in question. This is determined on a case by case basis and focuses on the operators experience with similar type projects, current workload and budget position at the time that the project is contemplated.

Question 46: Maintenance frequencies or minimum standards were not provided in the documentation. If facility sweeping, or power washing are to be considered part of the fixed fee please define the mandated frequencies. Please advise if they are considered pass-through or are handled separately outside of the proposed contract and not included in the operator's scope of work.

Answer 46: As mentioned above the "fixed fee" requirement is for the management fee only. Operating expenses (including sweeping and power washing) are considered operating expenses for the facility(s) that benefit from that service. Proposers are encouraged to use their experience as to the preferred frequency of these types of services while balancing the impacts to the City's budget position.

Question 47: Are elevator contracts considered part of the fixed fee or pass-through? Please provide the number of elevators per facility and the existing elevator service provider.

Answer 47: Elevator contracts are considered operating expenses and should be treated as pass through expenses. The existing elevator service provider is Mitsubishi. The total count of elevators serviced are: Tacoma Parking Garage (1), Park Plaza North (3), Museum of Glass (2).

Question 48: Are fire control contracts considered part of the fixed fee or pass-through? Please provide the existing sub vendor.

Answer 48: Fire control contracts are considered as a pass through expense. The current vendor is AAA Fire Safety

Question 49: Equipment or Vehicles. (Section IV(C)(12).

(a) Equipment. The City reserves the right to explore meter replacement options, including financial alternatives that may be in the best interest of the City. Operator must work with the City to find the best prices for parking equipment and lowest financing rate available. Is the cost reimbursable, and which party will own the equipment?

Answer 49: The intent of this is to leverage the operator's potential buying power if the City was considering investing in new parking equipment. The specifics of such an arrangement are unknown at this time and would be negotiated at the time when the arrangement would be considered.

Question 50: (b) Vehicle Obligations. Who will provide vehicles? If the Operator will supply vehicles, who will own them? Will fuel and storage and R&M be reimbursable passthrough cost or are these items considered part of the fixed fee?

Answer 50: Currently the operator provides vehicles for the purposes of the work required on the City's facilities. Fuel, storage and associated expenses are absorbed by the current operator and not passed through directly to the City. Proposers are encouraged to consider alternatives to this arrangement if that is desired.

Question 51: PCI Compliance. (Section III (B); Attachment C). Operators must comply with PCI and provide an Attestation of Compliance upon request. If Operator is not the merchant, we do not think this is necessary and seek clarification. Also, if an operator is not a level 2 merchant (level 2 merchant as referenced in the RPF) and is a 3 or 4, does that make them ineligible to bid? **Please clarify and state if acceptable.**

Answer 51: The City is the merchant of record and any vendor must comply with our PCI requirements. Depending on the setup agreed upon, the vendor will need to meet certain PCI requirements under our compliance program. The PCI level of the vendor is not relevant as the City is the merchant of record. Possible requirements could include providing an AOC, a dataflow diagram, signing our agreement being put into all contracts regarding PCI compliance, vendor staff attending City providing PCI training, etc.

Question 52: Security. (Section III (A); IV (B)(12)). Operator is responsible for security such as: providing regular patrols through the facilities to deter undesirable activity at the facilities or that may negatively impact parking operations, providing customer service and a personnel presence to improve user comfort. In general we do not hire or train personnel for the purposes of providing security. Will the City reimburse for sub-contracted security staffing? Does the City currently?

Answer 52: Sub-contracted security staffing is a reimbursable expenses and there are a couple of facilities that do benefit from additional contracted security. Determination on scope and duration of the patrols are handled on a case by case basis.

Question 53: If the Security is currently subcontracted, please provide the existing approved security schedule and applicable billing rates. Is this part of the fixed fee or a pass-through expense?

Answer 53: There is no established security subcontractor currently. Historically these were a pass through expense but there would be an interest in security solutions.

- In 2019 there was a period of time that Phoenix Security was paid \$700 per month for 1 site check per night, 7 days a week at Park Plaza North.
- There is currently a security profile at Pacific Plaza controlled by Neil Walter but has a shared cost via Condo Expense. Estimated to be \$38.00 per hour, under current night schedule is \$3500 per month but this cost is paid for by the condo and passed to the operator to pay as part of a larger condo split.

Question 54: Indemnity. (Standard T&C 1.50; Standard Agreement Section 22). Operator is required to indemnify the City from all costs and claims arising from out of and in connection with the performance of the contract, except for damages caused by the sole negligence of the City. we take exception as following and seek the approval to do so:

(a) Overly Broad. Operator indemnity includes liability for anything that occurs in connection with the agreement. This is overly broad and exposes a company to claims beyond its control. **Our exception request is that we will indemnify the City only for claims arising from the negligent acts or omissions of our company, its agents employees and subcontractors and our breach of contract.**

Answer 54: Exceptions may be considered during the contract negotiations stage of this solicitation.

Question 55: (b) Client's "Sole" Negligence. Our indemnity excludes only liability caused by the City's sole negligence. We are taking exception to this language and proposing that our indemnity exclude liability to the extent caused by the client's negligence.

Answer 55: Exceptions may be considered during the contract negotiations stage of this solicitation.

Question 56: (c) Choice of Legal Counsel. There is no indemnity from the City, which is acceptable. However, will the City consider to include a reciprocal obligation for the client to indemnify the Operator?

Answer 56: Exceptions may be considered during the contract negotiations stage of this solicitation.

Question 57: (d) Waiver of Claims. Payment(s) made in accordance with the contract shall fully compensate Operator for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Operator. **This language is overly broad. It is also unclear if it applies to premises liability or just payment obligations. Even if it is intended to apply only to payments, it would serve as a lien waiver and prevent Operator from invoicing for lagging expenses. We take exception to this and seek different language.**

Answer 57: Exceptions may be considered during the contract negotiations stage of this solicitation.

Question 58: Employee Records. (Section IV(A)(1)(c)). Operator must provide proof of a passed background check. Will the City take an exception to this requirement to propose that client's access excludes sensitive personal information and the records of any background check or drug testing other than the pass/fail result.

Answer 58: Exceptions may be considered during the contract negotiations stage of this solicitation.

Question 59: MBE/WBE Requirement. (Standard T&C, 1.33; Equity in Contracting Attachment). There is an MBE/WBE program. Are there any specific requirements that Operator must meet -- e.g., a mandatory requirement versus a goal with good-faith efforts?

Answer 59: Operator must be registered or partnering with a certified with the Washington State Office of Minority and Women's Business Enterprise.

Question 60: Add or Delete Facilities. (Standard T&C, 1.29; Services Contract 3). The City may make changes to the scope of work increasing or decreasing operational duties and the City will “reasonably compensate” Operator for additional work. Can we assume this is a unilateral right of the City’s; however, we request that any additional work be upon mutual agreement.

Answer 60: This provision is unilateral and no exception will be considered.

Question 61: Right to Offset. (Services Contract, Sec. 10). The City may deduct any disputed amount from any amount owed to the Operator. We propose that it be removed from the contract.

Answer 61: The City will require that this provision remains.

Question 62: Prompt Payment Discounts. (Standard T&C, 1.20(A)(2)). We do not offer prompt payment discounts. Will this be acceptable to the City?

Answer 62: Exceptions may be considered during the contract negotiations stage of this solicitation.

Question 63: Preferred Pricing Terms / Most Favored Nations Clause. (Standard T&C, 1.35(f)-(j)). The RFP requires that the Operator provide the City with preferred pricing terms. For example, Operator must warrant that our quoted prices are equal to or lower than prices provided to our other clients and we must provide the City with any “promotional pricing”. If Operator offers or sells parking services of similar or better quality at a lower net price than the contract price offered to another client, then Operator must lower the City’s fee to match such price. **Is the most favored nation's clause a negotiable contract requirement?**

Answer 63: Exceptions may be considered during the contract negotiations stage of this solicitation.

Question 64: Cooperative Purchasing. (Standard T&C, 1.40; Section III(X)). By responding to this RFP, Operator agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. **We would like to take exception to this language.**

Answer 64: The City will not contemplate exceptions to this language.

Question 65: Warranty. (Services Contract, Sec. 13). Operator must correct any defect or failure of deliverables supplied under the agreement for a period of one year. We would like to take exception and state that Operator will pass any warranties along for any PARCs that it will procure on the City’s behalf. Is this agreeable to the City?

Answer 65: Exceptions may be considered during the contract negotiations stage of this solicitation.

Question 66: Work Product (Standard T&C, 1.52; Services Agreement Sec. 29). **We would like to take exceptions and state that Operator and its vendors will need to retain the rights to its pre-existing intellectual property and that we reserve our right to negotiate the provision based on the services we are providing. Is this a negotiable contract term?**

Answer 66: Exceptions may be considered during the contract negotiations stage of this solicitation.

Question 67: Please provide a copy of the existing contract that covers these services.

Answer 67: Operator will need to submit a public disclosure request through the City of Tacoma website

Question 68: RFP indicates you would like us to hire existing staff whenever possible. Can you please provide the normal staff schedule and pay rates for the 23 FTE's indicated in the RFP so we can provide labor costs in our budget?

Answer 68: Post COVID staffing levels were reduced to meet market needs and respond to budget concerns.
Wage Ranges and Positions are 2021, the estimated number of position in 2019 before COVID are in brackets.
(6.5) Event Attendant/Security/Ambassador = \$14 to \$16 per hour
(1.5) Enforcement = \$15 to \$17 per hour
(7) Administrative Staff = \$18 to \$22 per hour
(5) Maintenance = \$16 to \$20 per hour
(1) Maintenance Manager = \$50,000 to \$70,000 per year
(1) Assistant Operations Manager = \$50,000 to \$70,000 per year
(1) Operations Manager = \$65,000 to \$85,000 per year
(1) Office Manager = \$65,000 to \$85,000 per year (Only 65% is charged to the City of Tacoma.)

Question 69: Does Parking Operator staff use the City's GTechna system to issue tickets on the off street lots and in garages, or should we plan/budget to provide our own enforcement hardware/software for off street? If Operator provides system and issues/collects on those tickets, can a convenience fee be applied to offset the cost of the citation mgmt system? Also, if Operator is providing ticketing system, are they currently charging a convenience fee on top of ticket amount, and if so, how much is that current convenience fee?

Answer 69: There is no convenience fee added by the operator to the citation when issued or paid. The enforcement software used by Reef is Omnipark which adds their own \$2.50 transaction fee for credit card only payments online. This fee is paid directly to Omnipark.

While the City desires minimal fees being passed onto the end use customer, the City will consider Operator proposals to help off-set legitimate operating expenses through pass through fees.

Question 70: Can you confirm whether the Parking Operator handles collecting and resolving parking tickets that Operator issues at lots and garages, or are those collected/adjudicated by the City?

Answer 70: Customer service for the citations issued within the City's off-street parking facilities are the responsibility of the Parking Operator.

Question 71: Can you confirm that both the landscaping and snow removal services detailed in Section IV Scope of Work (section B) are provided by some of Operator's 23 FTE's, or whether current Operator contracts out with a third party company for either of these responsibilities?

Answer 71: Currently the operator uses a mix of internal staff and third party contracts to achieve the desired service level. Generally speaking smaller responses to these items are handled by internal staff with larger responses requiring a 3rd party contract.

Question 72: Can you confirm which elevator company is currently providing the preventative maintenance and service agreement?

Answer 72: Mitsubishi

Question 73: Can you confirm which company currently provides annual fire control inspections and service for the garages?

Answer 73: AAA Fire Safety

Question 74: Are the security patrols the operator is responsible for (Section III pg 30) completed by Operator staff or third party security company, and if 3rd party, which security company is currently providing the patrols?

Answer 74: There is no established security subcontractor or team members within the parking operator assigned to security related services.

In 2019 there was a period of time that Phoenix Security was paid \$700 per month for 1 site check per night, 7 days a week at Park Plaza North.

There is currently a security profile at Pacific Plaza controlled by the property manager but has a shared cost via Condo Expense. Estimated to be \$38.00 per hour, under current night schedule is \$3500 per month but this cost is paid for by the condo and passed to the operator to pay as part of a larger condo split. This is Pierce County Security.

Question 75: 2019 parking permit revenue noted as 19k/year while parking permit expense is 105k. What is generating the expense – is that staff labor or physical monthly hang tags, or something else?

Answer 75: Internal staff labor makes up most of that expense. This line item, is related to the Residential Parking Program. 2019 represented the first full year under the new residential parking program which was supported by one dedicated full time employee.

Question 76: Can you confirm if there are any vehicle(s) the Operator utilizes for these services that are then charged back as an expense to the City? If there are vehicles being charged in the expenses, can you provide the number and type?

Answer 76: No vehicles are currently supported by the City and are absorbed by the current operator. The City is amenable to other types of arrangement and proposers are encouraged to suggest an alternative arrangement.

Question 77: Section 6 Proposed fees - when we click on the link for the for the bid form we get a "page you requested cannot be found." Can we get updated URL?

Answer 77: This will addressed in Addendum No. 1

* Sign in Sheet attached

Pre-Bid Sign In Sheet
Thursday, March 4, 2021

Parking Management Services for the City of Tacoma's Parking System
PW21-0041f

COMPANY NAME	REPRESENTATIVE	PHONE #	FAX #	E-MAIL
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Conduent	Nathan Donnell			Nathan.donnell@conduent.com
Interstate Parking	Paul Schnettler			Paul@interstateparking.com
Walker Consultants	Peter Filice			pfilice@walkerconsultants.com
Ace Parking	Brian Gansert			bgansert@aceparking.com
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The Car Park	Stephen Phillips			sPhillips@thecarpark.com
Diamond Parking	Peggy Huebner			Peggy.Huebner@diamondparking.com