SUBJECT: PARKING GARAGE OPERATOR FOR THE ARENA AND SPORTS COMPLEX GARAGES

BID #: ESC-0314-24 **OPEN DATE:** 2/14/2024

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: EVALUATED BID – THREE (3) YEAR FROM DATE OF EXECUTED CONTRACT WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: DOWNTOWN INVESTMENT AUTHORITY

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 3 **NUMBER RECEIVED:** 4 **OTHER:** 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
The Evaluation Committee has completed their review of the four proposals received for the subject RFP. The responding firms are listed below. The ranking of first through fourth designates the order of qualification of these firms.

Firm	Average Score	Ranking
LPS of America, Inc. (LPS) fka Reef Parking	84.83	1
SP Plus Corporation	83.17	2
Elite Parking SE-M, LLC	75.33	3
ASM Global	61.73	4

Recommend approval to enter into contract negotiations with the highest-ranking firm, LPS of America, Inc.

ATTACHMENTS: Recommendation Memo, Evaluation Scoring Matrix, Responsiveness Review, Section 4 – Description of Services

ANALYST: _____
DAVID KLAGES

RESPECTFULLY SUBMITTED: _____
FOR: DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: LORI BOYER, CEO, DOWNTOWN INVESTMENT AUTHORITY

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

DOWNTOWN INVESTMENT AUTHORITY
117 West Duval Street #310, Jacksonville, Florida 32202
(904) 255-5302 | https://dia.coj.net/

MEMORANDUM

TO: Dustin Freeman
Chief of Procurement Division

FROM: Lori Boyer
Downtown Investment Authority, CEO

SUBJECT: ESC-0314-24 Parking Garage Operator for the Arena and Sports Complex Garages

DATE: March 26, 2023

Subject RFP closed on February 14, 2024, with four (4) responses received. The members of the Evaluation Committee individually scored each response and rated LPS of America, LLC as the highest scoring response. These scores were received from the Procurement Division on March 20, 2024.

Based on these scores, DIA is requesting approval to negotiate with the top-ranked firm, LPS of America, LLC. The period of service will begin from the date of contract execution and will continue for three (3) years, with three (3) one-year renewal options.

This award will be funded from two account numbers. The Arena Garage will be funded through 10801 135115 549006 000000 00001825 00000 0000000, executed by formal contract through the Office of General Counsel, and processed via individual Purchase Orders. The Sports Complex Garage will be funded through 10801 135115 549006 000000 00000211 00000 0000000, executed by formal contract through the Office of General Counsel, and processed via individual Purchase Orders.

Thank you for your assistance and consideration in this matter.

CC: David Klages
Purchasing Analyst
Procurement Division

RESPONSE EVALUATION SCORING MATRIX

Title: Parking Garage Operator for the Arena and Sports Complex Garages
RFP No.: ESC-0314-24
Close Date: February 14, 2024
Analyst: David Klages
No. Invited: (3) **Received:** (4) **Other:** (1)
Announcer: John Hernandez
Recorded By: Melissa Pierce

COJ Sub-Committee	Competence and References (25 Points Max)	Operating and Staff Plan (30 Points Max)	Contract Cost (40 Points Max)	Minority, Women-Owned, and JSEB Participation (5 Points Max)	Total	Rank
ASM Global						
John Crescimbeni	21.40	19.50	0.00	3.30	44.20	4
Micah Heavener	25.00	25.00	15.00	5.00	70.00	
Guy Parola	22.00	22.00	25.00	2.00	71.00	
Average	**22.80**	**22.17**	**13.33**	**3.43**	**61.73**	
Elite Parking SE-M, LLC						
John Crescimbeni	10.70	21.80	8.00	5.00	45.50	3
Micah Heavener	25.00	30.00	37.50	5.00	97.50	
Guy Parola	20.00	24.00	34.00	5.00	83.00	
Average	**18.57**	**25.27**	**26.50**	**5.00**	**75.33**	
LPS of America, Inc. (LPS) fka Reef Parking						
John Crescimbeni	25.00	27.20	32.00	3.30	87.50	1
Micah Heavener	25.00	30.00	25.00	2.00	82.00	
Guy Parola	22.00	26.00	35.00	2.00	85.00	
Average	**24.00**	**27.73**	**30.67**	**2.43**	**84.83**	
SP Plus Corporation						
John Crescimbeni	21.40	21.80	40.00	3.30	86.50	2
Micah Heavener	25.00	30.00	20.00	1.00	76.00	
Guy Parola	22.00	28.00	35.00	2.00	87.00	
Average	**22.80**	**26.60**	**31.67**	**2.10**	**83.17**	

RFP RESPONSIVENESS REVIEW

Title: Parking Garage Operator for the Arena and Sports Complex Garages **RFP No.:** ESC-0314-24 **Close Date:** February 14, 2024 **Analyst:** David Klages **No.: Invited:** (3) **No. Received:** (4) **Other:** (1) **Announcer:** John Hernandez **Recorded By:** Melissa Pierce	**ASM Global**	**Elite Parking SE-M, LLC**	**LPS of America, Inc. (LPS) fka Reef Parking**	**SP Plus Corporation**
Title Page & Cover Letter	Yes	Yes	Yes	Yes
Form 1 - Price Sheet	Yes	Yes	Yes	Yes
Form 2 - Conflict of Interest Certificate	Yes	Yes	Yes	Yes
Form 3 - Business References (at least one governmental client in Florida	Yes	Yes	Yes	Yes
Addenda 1 & 2	Yes	Add 1 not filled out	Yes	Yes
Minimum of Five Years of Experience (at least 1,500 spaces)	Yes	Yes	Yes	Yes
Registered to do Business in Florida	Yes	Yes	Yes	Yes

Section 4
Description of Services and Deliverables

The Downtown Investment Authority (DIA), as the Community Redevelopment Agency for the combined Northbank CRA, intends to contract parking management services to an experienced and qualified Contractor who can provide a high quality of customer service and garage maintenance at a reasonable cost, and is rewarded for material increases in net revenue returned to DIA, for the Arena and Sports Complex garages.

Contractors are prohibited from submitting a proposal under this RFP in which the primary Contractor is a Joint Venture or Partnership business arrangement.

Facility Background Information

The DIA has operational control of the Arena and Sports Complex garages pursuant to a long-term lease and is seeking proposals from qualified parking garage operators and management companies to provide the services identified in the RFP. A description of each of the facilities is listed below.

- The Arena Garage is a 465-space, 5-level facility located at 999 E. Adams Street, Jacksonville, FL 32202. This garage is directly adjacent to the VyStar Veterans Memorial Arena and currently serves event parking only. Given the demand for non-event parking in this area, transient parking will be added in the future, in addition to event parking. This facility does not have any Parking Access Revenue and Controls System (PARCS) equipment installed at this time. The facility is currently gated when closed and operates as a pay-on-entry facility during events with attendants accepting credit card payment only. This location also accepts reservations and pre-payment through the web-based/app-based ParkWhiz platform.

- The Sports Complex Garage is a 950-space, 4-level facility located at 500 A. Philip Randolph Boulevard, Jacksonville, FL 32202. This facility is directly across the street from the VyStar Veterans Memorial Arena, the Jacksonville Fairgrounds, and 121 Financial Ballpark. This location is currently used for event parking only. This facility does not have any Parking Access Revenue and Controls System PARCS equipment installed at this time. The facility is currently gated when closed and operates as a pay-on-entry facility during events with attendants accepting credit card payment only. This location also accepts reservations and pre-payment through the web-based/app-based ParkWhiz platform. Monthly daytime parking for a portion of the garage is under consideration.

Services

The Contractor shall manage, staff, maintain, and operate the parking facilities in an efficient manner with a customer-centric focus in line with other A-class event parking facilities. The services to be provided shall include, but not be limited to, the following:

1. Coordination of event schedules and event parking needs with the City's Office of Special Events and the City's event venue manager (currently ASM Global), and management and staffing of the facility for all user groups, including transient parkers and monthly parkers if added to the facility at the determination of the DIA.

2. Billing and account reconciliation, routine daily maintenance of facilities and equipment, and working with the DIA on the coordination of contracting vendors for equipment repairs, etc.

3. Provide staffing for special events and as needed to operate transient or monthly parking when added, including on-site supervision during garage operating hours.

4. The awarded Contractor may subcontract some services but cannot subcontract:
   a. Bookkeeping.
   b. Record keeping and reporting.
   c. Financial reporting and the reports required to be provided to the DIA.

5. Provide facility maintenance staffing and services that include painting, garage sweeping, equipment maintenance and repair, light bulb replacement, stairwell maintenance, etc. This does not include individual

capital improvement projects over $5,000.00 for a single project and more than $15,000.00 in projects per year. Projects exceeding those thresholds will require pre-approval from the DIA prior to incurring any such additional capital expense.

6. The CEO of the DIA must approve any subcontracted services for repetitive and scheduled maintenance. The Contractor shall provide three (3) quotes for services and a recommendation on which subcontractor it would select. The Contractor will provide notification if the subcontractor is a subsidiary or is otherwise affiliated with the Contractor. The Contractor should also consider JSEB qualifications when selecting subcontractors.

7. For all non-repetitive or non-scheduled maintenance, if the project is over $5,000.00, the Contractor shall provide three (3) quotes to the CEO of the DIA and a recommendation on which subcontractor it would select.

8. Within thirty (30) days after contract execution for the first year, and by January 31st for all following years, provide an annual budget for the ensuing fiscal year (October 1st – September 30th) of operating expenses and revenues for the garage. An overall budget for both should be provided as well. This budget will be subject to approval by the CEO of the DIA each year. This budget shall include:

   a. The management fee structure as stated in the contract. This will include any base fee, any incentive fee, and all operation expenses.

   b. Any third-party contracts for services.

   c. An accurate estimate and detail of all operating expenses to be charged to the City by the Contractor, including, but not limited to, the allocation of wages for off-site Contractor personnel, equipment rental from the Contractor, insurance provided by the Contractor, all the Contractor's management fees, Contractor IT support, Contractor banking fees, and Contractor recruiting.

   d. Labor costs, including:

      - Position titles of personnel for whom expenses will be incurred, and if shared with other operations of the Contractor, the percentage of their time devoted to this contract as compared to other contracts and business responsibilities.
      - Headcount for all full-time, part-time, and seasonal employees.
      - Wages for all full-time, part-time, and seasonal employees.
      - Hours worked for all full-time, part-time, and seasonal employees.
      - Payroll Tax, benefits.
      - Total monthly labor expense by position.

9. Provide detailed and accurate monthly reports and payment for reimbursement, no later than the 15th of each month, for each facility which will include the following as applicable:

   a. Weekly Missing Ticket Reports.

   b. Monthly Card Reports.

   c. Monthly Validation Reports.

   d. Monthly Entrance/Exit Reports.

   e. Monthly Ticket Summaries.

   f. Detailed Monthly Staffing Schedule.

   g. Monthly Manager Report including at least: actual and annual budget numbers; explanations for variances; payroll reports; strategies on how to control expenses; information on how additional parkers may be accommodated; parking rate surveys; market surveys; and information on any complaints, issues, and concerns.

h. Monthly Labor Costs, including:

- Position titles.
- Headcount for all full-time, part-time, and seasonal employees.
- Wages for all full-time, part-time, and seasonal employees.
- Hours worked for all full-time, part-time, and seasonal employees.
- Payroll Tax, benefits.
- Total monthly labor expense by position.
- Itemized list of all revenues and all expenses.

10. Monitor the facility usage and capacity on a regular basis, including doing actual counts to maximize the number of parkers utilizing the facility, monitoring daily to ensure that there is no unauthorized use, and make recommendations to the DIA regarding opportunities for increased usage and revenue.

11. Enforce parking policies and rates set by the DIA in coordination with the DIA.

12. Coordinate with the DIA to schedule garage closures for maintenance or any other reason to ensure that these closures do not impact available parking or garage revenues.

13. The Contractor is not authorized to provide free parking or sell daily or monthly spaces in the Arena and Sports Complex garages under any circumstances unless the specific use is expressly authorized in writing by the DIA. The DIA is considering adding daily and monthly parking to these garages and will retain the ability to enter into contracts to do so. The Contractor will assist the DIA in the acquisition and installation of any equipment or upgrades needed to the garages to allow for any parking agreement the DIA enters into and will be responsible for operating the garages with these agreements in place.

14. The Contractor shall provide an Operations Plan for each garage. This plan should be updated each fiscal year, consistent with the budget provided by the Contractor, and provide the following:

    a. Details of the day-to-day operations of the garage.

    b. Areas to improve efficiency of garage operations and overall customer service.

    c. Monthly fixed and variable costs for operations.

    d. Recommended staffing levels and hours.

    e. A list of necessary positions to operate the facility, including back office and support operations.

    f. Foreseen equipment needs, including leases.

    g. What services are provided by the Contractor, which services are subcontracted to another party, and what contracts will expire during the fiscal year. If the other party is an affiliate, describe that relationship in this plan.

    h. Plans to increase net operating income, defined as gross revenue minus operating expenses, where gross revenue is all revenue collected through parking operations and operating expenses are those expenses, taxes thereon, attributable to the operation of the services.

    i. How the plan will manage operating expenses related to services despite rising costs.

15. The Contractor shall provide a Maintenance Plan outlining the following:

    a. Provide a maintenance plan covering a five-year term including tasks to be performed daily, weekly, monthly, bi-annually, and annually for each garage. This plan should also include recommendations for upgrades to garage technology and operations to improve garage operations and allow hourly, daily, and special event parking in each garage. If any of the tasks are contracted, or not included and explained in the budget, please do so here.

b. This maintenance plan does not include any structural evaluation or plan, which has been previously obtained by the DIA, and will be provided to the selected Contractor to coordinate implementation on the recommended schedule.

c. This plan will be provided as a deliverable ninety (90) days after the execution of the contract.

16. The contract will be for a term of three (3) years, with three (3) one-year renewal options exercised upon mutual agreement of the parties. The contract will be terminated by DIA in the event of the following:

    a. On ninety (90) days prior notice if the proposed operating costs contained in the budget for any year exceed the prior year's budget by more than 120% of the percent change in the Consumer Price Index (CPI) over the previous year.

       Consumer Price Index is defined as the Consumer Price Index for all Urban Consumers, all items, US city average, not seasonally adjusted, published by the Bureau of Labor Statistics of the United States Department of Labor.

    b. On ninety (90) days prior notice if the actual operating expenses charged by the Contractor in any year exceed the approved budget for such year by more than 10% unless the actual net revenue to the DIA also increases by an equal or greater percentage.

    c. If the Contractor fails to cure any deficiencies in its performance of the scope of services hereunder within thirty (30) days after receiving notice thereof, the DIA may terminate this contract upon sixty (60) days prior notice to the Contractor.

    d. In the event of defaults as may be required by the City of Jacksonville's Office of General Counsel or Risk Management Office.

17. The Contractor shall visually inspect the garages at least monthly and immediately notify the DIA of any visible structural issues or cracks. The Contractor will be responsible for taking immediate action to stabilize and/or partially or fully close the garage if any safety hazard is discovered upon such visual inspection or otherwise brought to the Contractor's attention.

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