



City of Mobile
Request for Proposals
RFP Number: 2019-05

MOBILE ALABAMA CRUISE TERMINAL
PARKING MANAGEMENT

The City ("City") of Mobile is seeking sealed proposals from parking management and parking technology providers to provide parking management solutions for the Mobile Alabama Cruise Terminal (MACT).

Proposals Due: 4:00 p.m., Mobile time, **October 22, 2019**

Mailing address

City of Mobile
Procurement Department
PO Box 1827
Mobile, AL 36633

Delivery:

City of Mobile
Procurement Department
205 Government Street
4th Floor South Tower
Mobile, AL 36644

Phone (for delivery questions/contact only): (251)-208-7434

Submit Questions by 5:00 p.m., Oct. 14, 2019 to: Purchasing@CityofMobile.org

Timeline for Award:

Visit Window to MACT	9:00-11:00 a.m. Oct. 9-10, 2019
Questions Due	5:00 p.m. October 14, 2019
Proposals due:	5:00 p.m. October 22, 2019
Provider notification:	@November 1, 2019
Contract executed	@November 19, 2019
Performance begin	@ December 1, 2019

I. BACKGROUND / PURPOSE

- A. The City of Mobile ("City or "Owner") seeks to contract with a parking management firm to provide parking management services at the Mobile Alabama Cruise Terminal ("MACT") at 201 South Water Street, Mobile, AL. The parking management will be primarily for passengers embarking on 3, 4, and 5-day cruise excursions departing from the MACT, and either parking at the MACT or being dropped off at the MACT. The MACT will continue regular cruise operations according to the attached cruise schedule. **Exhibit A.**
- B. Three areas of parking management services are sought in this RFP. The City desires a single contractor to provide all of the services.



- a. First, the City desires an online, pre-paid centralized parking reservation system with integrated point of sale (POS) functionality for its cruise terminal parking service.
 - b. Second, the City desires a parking management system to identify, track, and collect revenue from vehicles entering the facility to drop off or pick up passengers for hire, such as taxi-cabs, limos, hotel courtesy shuttles. The system should allow for either pre-payment for terminal access or billing in arrears.
 - c. Third, the City desires attendants to operate the point of sale system and assist with lot operation, at the terminal's parking garage and at the terminal's offsite parking location, on cruise days.
- C. The MACT needs a parking solution that is cost-efficient, customer friendly, and logistically effective. Minimizing the wait for garage entry by enabling a smooth flow of garage access and completion of parking transactions is a very important aspect of customer satisfaction. The MACT wishes to allow customers to pay by cash, credit, by kiosk or app on-site, or in advance through an online parking payment system. The payment and reservation system must provide reporting tools to allow the MACT to track parking reservations and all parking sales via a dashboard type display.
- D. Premium Parking currently provides parking services for the MACT sought in this RFP. That contract has reached the end of its three-year term, and requires competitive re-solicitation for a new contract period. This RFP is modeled on the current performance features employed at the MACT, but the City will entertain other performance and pricing models. All proposals must address transition plans from the existing system. **Exhibit B** is the City's current contract.

II. CONTRACT TERM

The City desires a contract start date on or about December 1, 2019 for a one year term, renewal for two additional one year terms. Contract start dates and term lengths may be adjusted to meet desired performance outcomes. Proposers should specifically address desired contract start date, term, and renewal in proposals.

III. GENERAL SPECIFICATIONS

- A. The MACT includes a 502 space multi-level parking facility. The parking area to be managed is the 502 spaces at the cruise terminal and approximately 350 spaces at the Mobile Civic Center. The City contracts for shuttle services for passengers to and from the MACT and the Civic Center parking areas. Primary users of the parking facilities will be cruise terminal passengers. On average, the terminal anticipates parking 550 cars per cruise departure, with approximately



seventy cruise departures per year, six departures every two weeks. An anticipated itinerary is found in Exhibit A.

- B. The MACT is a secure facility. Every member of the Provider's staff working at the MACT will be required to have a Transportation Worker Identification Credential (TWIC) in accordance with the MACT Facility Security Plan. All vendor Staff members must have their TWIC on their person at all times when performing duties at the MACT. There will be no exceptions to this requirement. Providers shall take into account the 30-day application time in acquiring the TWIC for their staffs and plan accordingly.
- C. City desires a net revenue payment system where the vendor collects and processes all customer payments, deducts agreed upon fees and expenses, and pays the City the net of collections monthly. Provider will be responsible for payment to the City for every revenue-owed customer regardless of Provider collection or failure to collect revenue. Provider shall itemize in its proposal any fees it intends to charge City, and any fees or penalties it intends to charge customers.
- D. Provider shall structure its operations to maximize customer compliance with payment and parking direction, and customer satisfaction with the MACT parking experience.
- E. For prepaid parking and POS:
 - a. Provider's pre-paid parking reservation and point-of-sale system will include a web-accessible, centralized, secure, user-friendly, pre-paid reservation system tailored to the needs of cruise industry parking. The system will provide pre-paid customers with ticket/receipts suitable for expeditious digital validation to enter the parking facility or pre-departure, dependent on enforcement system. The system must also be able to fully refund prepaid customers who cancel a reservation prior to a specified show time.
 - b. Provider system will include a point-of-sale (POS) transaction capability integrated with the online reservation system capable of collecting fees at the MACT directly from non-prepaid customers via debit card, credit card, and cash.
 - c. Provider's system will collect fees from every vehicle parking in the facility according to the fee schedule provided by the MACT. Provider's system must have the capacity to adjust rates for individual cruises or otherwise at the direction of the MACT. These are the maximum fees that can be charged to the customer, and are set by contract with the cruise line. No additional fees may be added for customers, other than enforcement fees for non-paying customers. Listed below is the current fee schedule:
 - i. Regular size: 4 day cruise- \$72.00 (\$18 per day)



- 5 day cruise- \$90.00
 - 4 day cruise- \$144.00 (\$36 per day)
 - 5 day cruise- \$180.00
 - 4 day cruise- \$216.00 (\$54 per day)
 - 5 day cruise- \$270.00
 - ii. RVs:
 - iii. Buses
- d. Provider's system must allow for the expeditious parking of up to 500 cars in the terminal's garage and up to 350 cars at the offsite location between the hours of 10:30 am and 4:00 pm on cruise days without any significant delay. The minimization of time per POS transaction is paramount.
- e. The customer-purchase interface must be friendly for all types of devices including computers, tablets, and phones.
- f. The customer purchase web portal should be compatible with and linked to MACT's web page at <http://www.shipmobile.com/>.
- g. Provider's system must allow for the accurate counting of all vehicles parked and for reconciling of all fees collected. Provider will be responsible to MACT for fees for all fees due.
- h. Provider's system should provide a management "dashboard" allowing the MACT to manage the payment systems provided with full transparency. Solution should be a web-based and accurately produce detailed reports for forecasting, calculating and capturing customer and financial data in a real-time environment.
- i. Provider's credit card processing systems must be PCI compliant.
- j. Provider software should drive customers to use the online, pre-paid parking option and result in increase in pre-paid parking. Examples of such systems would include search engine marketing (search engine optimization and video search engine optimization), marketing via an email campaign, use of the terminal's Facebook page to book parking reservations, and assistance from travel agencies.
- k. Provider must provide training in the use of the software/hardware tools for MACT and parking lot management staff. Provider must provide 24-hour software support, and continuous monitoring of software performance.
- l. Provider must provide clear, visually appealing, noticeable signage and instructions at the POS locations.
- m. Provider must have an effective, efficient, enforcement system that is customer friendly.
- n. Provider's system must be agile and user-friendly in the provision of credits and refunds where necessary due to ship schedule changes.
- o. Provider must have experience using this software with other clients, with a preference for prior use in cruise terminal applications.

F. For System to Collect Commercial Vehicle Access Fees

- a. Provide a user license, tracking, and payment system for commercial passenger vehicles accessing the terminal to drop-off and pick-up



passengers. These vehicles include taxicabs, commercial ride sharing services, limousines, courtesy shuttles, other shuttles, and buses.

- b. Provider's system will track both per-vehicle entry into terminal.
- c. Provider's system will quickly and efficiently collect data to determine identity of commercial vehicle, drop off time and date, and head count.
- d. Desired fee structure includes
 - i. initial license fee,
 - ii. annual user fee
 - iii. per access/trip fee
- e. Provider's system will generate revenue for the City based on number of commercial vehicle visits accessing the terminal to drop-off and pick up passengers. Provider's system might involve a pre-paid voucher system or a pay in arrears system with charges based upon the number of trips through the terminal. Ideally, the Provider's solution will automate the tracking of vehicle entry and provide a billing solution to collect the access fees.
- f. Provider's system will use reliable, easy to use data collection tools operable by parking management staff (such as handheld scanners) on site to validate billable drop-off activity.
- g. Provider will maintain an accurate count of all commercial passenger vehicles accessing the building and this revenue stream will be broken out separately in financial reports.
- h. Provider's system will be PCI compliant, including tools used by parking staff to track drop off activity.
- i. Provider's system will produce financial and customer usage reports.
- j. Provider must provide training in the use of the software/hardware tools for MACT and parking lot management staff. Provider must provide 24-hour software support, and continuous monitoring of software performance.
- k. Provider will have previous experience using this system in other similar parking and passenger drop-off operations.

G. For Parking Lot Attendant Services:

- a. On scheduled cruise days, Provider will ensure for the expeditious departure of parked vehicles and pickup of passengers in the garage, and the efficient, courteous, and effective conduct of enforcement measures.
- b. Provider will provide adequate signage and direction for customers to self-park up to 500 cars in the MACT and up to 350 cars at the Mobile Civic Center between the core operating hours of 10:30 am and 4:00 pm without significant traffic backup or delay. MACT averages 550 vehicles for parking on cruise days. Ship delays do occur from time to time and the Provider may have personnel on site for an additional six hours.
- c. Provider will be required to install, maintain, and, at contract termination, remove all of its parking equipment, signage, and garage markings necessary to manage the movement and parking of vehicles. Provider is



- not required otherwise to provide general housekeeping or facility maintenance.
- d. Provider will track commercial vehicle passenger drop-off for revenue collection.
 - e. Provider will maintain an accurate vehicle count and reconcile fees collected, including cash, with vehicle count at the end of every cruise day. Vendor will provide the MACT with a car count, by vehicle type, and location (either garage or offsite) at the end of every cruise day.
 - f. Provider will provide sufficient attendants on cruise days, to assist customers with payment questions and operation of payment kiosks, and to track or collect access fees by buses, extended size, or other commercial drop-off vehicles. The number of attendants required will be a function of the parking solution implemented and is subject to change at the discretion of the MACT.
 - g. Provider's staff will be required to professionally and courteously greet incoming vehicles. Provider's staff will provide directions to vehicles and report non-compliance, emergency, and exceptional or suspicious circumstances to Emergency Responders and the MACT staff according to direction provided to the vendor.
 - h. Provider's staff will wear appropriate uniforms and display a professional appearance at all times. The MACT staff reserves the right to reject the services of any vendor employee whose appearance or conduct brings discredit to the MACT.
 - i. Provider will have demonstrated experience operating similar parking management functions.
 - j. Every member of Provider's staff working at the MACT will be required to have a TWIC (Transportation Worker Identification Credential) before being allowed access to work in the terminal in accordance with the MACT Facility Security Plan. All vendor staff members must have their TWIC card on their person at all times when performing duties at the MACT. There will be no exceptions to this requirement. Vendors shall take into account the up to 30-day application time in acquiring the TWIC credentials for their staffs and plan accordingly.
 - k. City will expect providers to be standing at the MACT parking lot entrance to greet vehicles (entrance is covered), and will provide a climate controlled booth for the offsite parking location.

IV. OTHER PROVISIONS

- A. Insurance: The selected Provider shall file certificates of insurance with the City of Mobile naming the City of Mobile as an additional insured. Insurance coverage shall include Comprehensive General Liability Coverage for Bodily Injury (\$300,000/person, \$500,000/occurrence), and for Property damage (\$100,000/occurrence); Automobile Liability of \$500,000 bodily/property per occurrence), and Umbrella Liability of \$1,000,000/occurrence, issued by a company licensed to do business in Alabama, and naming the City of Mobile as



an additional insured. Provider will also be required to possess statutory workers compensation insurance.

An insurance policy may not be modified or cancelled without 30 days' prior notice to the City of Mobile. The insurance company shall be licensed in this state, or in the state in which the insurance is purchased, with the name of a designated agent for service filed in the office of the Secretary of State.

- B. Boycotts: Provider will be required to represent and agree that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- C. E-Verify: Provider will not be allowed to knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. All Providers will be required to provide verification of Enrollment in the E-Verify program. Additional information may be found at <http://immigration.alabama.gov/>.
- D. Business Licenses: Provider will be required to be an Alabama business, or have a Certificate of Authority to do Business in the State of Alabama from the Secretary of State, prior to contract award. Providers are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. Provider will be required to hold and maintain a City of Mobile business license.
- E. Upon notification by the City of intent to award, Provider will have 10 business days to provide the Alabama incorporation certificate or Certificate of Authority and the E-Verify numbers to the City before award can be completed.
- F. Non-discrimination: Provider will be required to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- G. Disadvantaged business enterprises: Provider shall make every reasonable effort in the use of subcontractors and major suppliers have at least fifteen (15) percent participation by socially and economically disadvantaged business



Mobile Alabama Cruise Terminal
Parking Management
RFP # 2019-05
Due: October 22, 2019

enterprises (DBE). Provider shall indicate their intent to employ DBEs as subcontractors or suppliers in their qualification submission, and complete the City subcontracting and major supplier DBE form at the time of contract signing.

V. EVALUATION / SCORING OF PROPOSALS

The City will evaluate proposals based on their alignment with the City desire for cost-efficiency, excellent customer purchase interface, well-designed execution plan, meaningful management tools, a successful track record.

Scoring

Overall solution cost to City	25pts
Customer ease of use and system interface	20pts
Plan for signage, equipment, staffing, enforcement & transition	20pts
Quality and relevance of “dashboard” and reporting information	15pts
<u>Experience providing parking solutions in similar venues</u>	<u>20pts</u>
Total	100 pts

VI. PROPOSAL SUBMISSIONS

- A. Please use the template at the end of this RFP document (**Exhibit C**) and include with your proposal. Please arrange your proposal information consistent with template information organization. It will ensure the City has everything it needs to score your proposal fairly.
- B. Site visits to the MACT are available from **9:00-11:00 am on October 9 and October 10, 2019**. All vendors intending to visit on either day must notify the MACT Security Officer by electronic mail at Steve.Scarcliff@shipmobile.com no later than **4:00 p.m. on October 8, 2019**. October 10 is a scheduled cruise day for vendors that wish to view the terminal on a cruise day. No vendors will be admitted to view the terminal outside of these time periods, and must register in advance to be admitted.
- C. Questions regarding this RFP must be submitted by electronic mail to Purchasing@CityofMobile.org no later than **5:00 p.m., October 14, 2019**.
- D. Submit proposals in **paper and electronic format** to be received by the City of Mobile Procurement Department by **5:00 p.m, October 22, 2019**, in a sealed package or envelope marked:

**City of Mobile Request for Proposals
Mobile Alabama Cruise Terminal Parking Management
RFP #2019-05
Due October 15, 2019**



Mobile Alabama Cruise Terminal
Parking Management
RFP # 2019-05
Due: October 22, 2019

Packages may be mailed to
City of Mobile Procurement Department,
P.O. Box 1827,
Mobile AL 36633

Packages may be delivered to
City of Mobile Procurement Department,
205 Government Street,
4th Floor, South Tower,
Mobile, AL 36644

EXHIBITS A Mobile Alabama Cruise Terminal Tentative Beth Schedule
B City of Mobile Contract with Premium Parking
C Proposal Submission Form



EXHIBIT A: Mobile Alabama Cruise Terminal Tentative Berth Schedule

THE CARNIVAL FANTASY'S CRUISE SCHEDULE - DEPARTURES

MOBILE, ALABAMA

2019 -2020

DATE	DAY
11/2/2019	Sat
11/7/2019	Thur
11/11/2019	Mon
11/16/2019	Sat
11/21/2019	Thur
11/25/2019	Mon
11/30/2019	Sat
12/5/2019	Thur
12/9/2019	Mon
12/14/2019	Sat
12/19/2019	Thur
12/23/2019	Mon
12/28/2019	Sat

DATE	DAY
1/2/2020	Thur
1/6/2020	Mon
1/11/2020	Sat
1/16/2020	Thur
1/20/2020	Mon
1/25/2020	Sat
1/30/2020	Thur
2/3/2020	Mon
2/8/2020	Sat
2/13/2020	Thur
2/17/2020	Mon
2/22/2020	Sat
2/27/2020	Thur
3/2/2020	Mon
3/7/2020	Sat
3/12/2020	Thur
3/16/2020	Mon
3/21/2020	Sat
3/26/2020	Thur
3/30/2020	Mon
4/4/2020	Sat
4/9/2020	Thur
4/13/2020	Mon
4/18/2020	Sat
4/23/2020	Thur
4/27/2020	Mon
5/2/2020	Sat
5/7/2020	Thur

DATE	DAY
5/16/2020	Sat
5/21/2020	Thur
5/25/2020	Mon
5/30/2020	Sat
6/4/2020	Thur
6/8/2020	Mon
6/13/2020	Sat
6/18/2020	Thur
6/22/2020	Mon
6/27/2020	Sat
7/2/2020	Thur
7/6/2020	Mon
7/11/2020	Sat
7/16/2020	Thur
7/20/2020	Mon
7/25/2020	Sat
7/30/2020	Thur
8/3/2020	Mon
8/8/2020	Sat
8/13/2020	Thur
8/17/2020	Mon
8/22/2020	Sat
8/27/2020	Thur
8/31/2020	Mon
9/5/2020	Sat
9/10/2020	Thur
9/14/2020	Mon
9/24/2020	Thur
9/28/2020	Mon

DATE	DAY
10/3/2020	Sat
10/8/2020	Thur
10/12/2020	Mon
10/17/2020	Sat
10/22/2020	Thur
10/26/2020	Mon
10/31/2020	Sat
11/5/2020	Thur
11/9/2020	Mon
11/14/2020	Sat
11/19/2020	Thur
11/23/2020	Mon
11/28/2020	Sat
12/3/2020	Thur
12/7/2020	Mon
12/12/2020	Sat
12/17/2020	Thur
12/21/2020	Mon
12/26/2020	Sat
12/31/2020	Thur

10 Day	Cruise
CITY	HOLIDAY

EXHIBIT B

City of Mobile Contract with Premium Parking dated October 11, 2016

21-649

' 2016

RESOLUTION

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and PREMIUM PARKING OF ALABAMA, LLC, in the amount of net revenue from parking fees to be paid to the City of Mobile, for twelve months, and renewable for two additional twelve month periods, for the management of parking operations in the City of Mobile Alabama Cruise Terminal, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

A copy of said contract is on file in the Office of the City Clerk.

Adopted: OCT 11 2016

City Clerk

City of Mobile



Project: Mobile Alabama Cruise Terminal Parking Management Services

AGREEMENT

THIS AGREEMENT made and entered into this 14th day of October, 2016, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City" or "Owner"), a municipal corporation organized under the laws of the State of Alabama, Premium Parking of Alabama, LLC, (hereinafter "Provider" or "Operator"), a Louisiana limited liability company.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work. Provider shall provide Parking Management Services for the Mobile Alabama Cruise Terminal, which includes the automobile parking facilities located at the Mobile Alabama Cruise Terminal, City of Mobile, State of Alabama, currently consisting of approximately 500 parking spaces, and the southwest



corner of the Mobile Civic Center parking lot, consisting of approximately 300 parking spaces (collectively, the "Station"). The term, service, location, frequency and lump sum cost or unit price of the work are as set out in **Exhibit A**, Management Agreement, which is attached to this Agreement and incorporated by reference herein. Should any terms of that Exhibit and the terms of this contract conflict, the terms of this contract will prevail.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Provider agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

ARTICLE 4. Indemnification: Provider agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.



ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Providers shall abide by provisions of the Mobile City Code, Section 14.1, which prohibits discrimination in employment by Providers and subcontractors performing work for the City.

ARTICLE 10. Method of Payment: Provider shall remit all funds due to the City of Mobile by electronic funds transfer not later than the 15th of every month as provided in Section 4.3(a) of the Management Agreement attached hereto and incorporated herein as Exhibit A.

ARTICLE 11. Termination of Contract: The effective date of this agreement will be November 1, 2016. This contract shall be for a



term of **eleven months from the effective date**, with automatic renewal for two additional one-year terms, unless either party notifies the other in writing at least sixty (60) days' prior to the end of the term of the intent not to renew for an additional term. The City or Provider may otherwise terminate the Agreement for any reason upon sixty (60) days' written notice. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices.

Notices for the City shall be mailed to:

Procurement Officer
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602

Notices to Provider shall be mailed to:

Premium Parking Service, L.L.C.
James M. Huger, Chief Executive Officer
1010 Common Street, Suite 2950
New Orleans, Louisiana 70112

With a copy to: John D. Werner
Fishman Haygood, L.L.P.
201 St. Charles Avenue, 46th Floor
New Orleans, Louisiana 70170-4600

ARTICLE 14. Compliance with Alabama Immigration Law

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an



unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as **Exhibit C**.

ARTICLE 15. Exhibits.

The terms and conditions set forth in the Exhibits attached hereto are hereby incorporated into this Agreement.



ARTICLE 15. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Provider by such duly authorized officers or individuals as may be required by law.


PROVIDER,


_____, Its Manager (title)

On behalf of Provider

10/3/16 Date

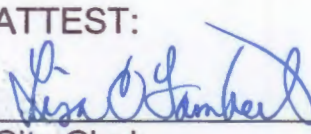
CITY,



Its Mayor

10-12-16 Date

ATTEST:



City Clerk

10-12-16 Date

- Exhibits:**
- A** Management Agreement
 - B** Liability Insurance
 - C** E-Verify Enrollment

ARTICLE I TERM OF AGREEMENT; TERMINATION

1.1 Term. Subject to earlier termination as hereinafter provided, the initial term of this Agreement shall commence on November 1, 2016, and shall end on September 30, 2017 (the "Initial Term").

1.2 Renewal Terms. Subject to earlier termination as hereinafter provided, upon expiration of the Initial Term according to the terms hereof on September 30, 2017, this Agreement shall be automatically renewed and extended for consecutive one year terms (each a "Renewal Term," and together with the Initial Term, the "Term"), not to exceed three total years inclusive of the Initial and Renewal Terms, under these terms and conditions unless specifically indicated for amendment upon renewal herein, unless either party shall notify the other in writing sixty (60) days prior to the end of the then current Term that it desires to terminate this Agreement at the end of the then current Term.

1.3 Termination. The non-defaulting party may terminate this Agreement prior to the expiration of any Term, after the occurrence and continuation past all required notice and cure periods of an event of default by the other party, upon written notice to the defaulting party. An event of default by Operator occurs if Operator fails to perform its obligations hereunder and such failure continues for 30 days after Operator's receipt of written notice from Owner specifying the alleged breach. An event of default by Owner occurs if Owner breaches its obligations under Article III, and such breach continues for 30 days after Owner's receipt of written notice from Operator specifying the alleged breach.

1.4 It is specifically understood that the purpose of this Agreement is to support the provision of regular commercial cruise line service to the Station. If the cruise line operator terminates such service, the Owner reserves the right, upon written notice to Operator, to terminate this Agreement. Notwithstanding and without limiting any other provision or term herein, Owner shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Operator.

ARTICLE II OPERATOR; OPERATION AND MAINTENANCE; EQUIPMENT

2.1 Operator. Subject to the terms and provisions of this Agreement, Owner hereby appoints Operator to Operate an automobile parking facility on the Station, and Operator shall have the authority and obligation to operate the Station. Operator shall conduct and direct payment, collection, tracking, vehicle flow, enforcement, and fiscal management operations of the Station as permitted

Exhibit A
Management Agreement

and required by, and within the limits of, this Agreement. Operator accepts its appointment pursuant to this Agreement. Specifically excluded from the term "Station" are all adjacent areas not included in the public parking facilities described above hereto and not under the exclusive control of Operator including, but not limited to, buildings, stairways, elevators, escalators, walkways, hallways, lobbies, sidewalks and offsite improvements.

2.2 Duties of Operator. Operator shall discharge its duties and obligations hereunder in a professional manner and in good faith, and Operate the Station on behalf of Owner in an efficient manner commensurate with the Station's type of patronage and the volume of business of the Station, charging and collecting from the patrons of the Station fees directed by the Owner for the parking of vehicles and the commercial vehicle access, and expending funds for expenses specifically authorized herein. Upon timely and proper request, Operator shall refund all amounts paid for parking. Without limiting the foregoing, Operator, subject to the limitations contained in Section 2.3 below, shall:

(a) Operate and maintain the Station and procure and furnish all services, supplies and labor necessary to carry out Operator's responsibilities under this Agreement. Specifically, Operator will provide:

(1) An Online Prepaid Reservation System and Point of Sale System, that shall include, at a minimum:

- i. Collect all amounts due from passenger vehicles and commercial vehicles utilizing the Station
- ii. Installation and operation of 5 Luke II pay machines
- iii. Installation and operation of 1 pay machine shelter
- iv. 3 year warranty, parts and labor on pay machines and shelter
- v. All wireless or cellular connections and fees for Luke II pay machines
- vi. Operator shall be sole responsible for and pay, without reimbursement from Owner, all credit card processing fees for credit card parking sales
- vii. Design of intuitive, user friendly signage plan at Station, subject to the prior review and approval of Owner
- viii. Installation and maintenance of said planned signage at Station
- ix. Setup and maintenance of Mobile Alabama Cruise Terminal (MACT) venue responsive website
- x. Listing of cruise terminal parking reservations
- xi. Programming of rates according to rate schedules provide by Owner

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Management Agreement

- xii. Text payment system
- xiii. iOS app payment processing
- xiv. Android app processing system
- xv. Online monthly account management
- xvi. 24/7 customer service center support
- xvii. Channel partner linking (including shipmobile.com)
- xviii. Listing of cruise parking on Mobile Parking Guide website
- xix. Search engine optimization of all websites
- xx. Provide enforcement and resolution for unpaid vehicles
- xxi. Provide reporting on enforcement
- xxii. Provide Transaction reporting
- xxiii. Provide Occupancy reporting
- xxiv. Provide Monthly financial statement for Owner
- xxv. Provide Training for Software use
- xxvi. Provide backup plan to operate station in event of system failure, including collection of all revenue due owner.

(2) A Commercial Vehicle Access Fee Collection Program, that at a minimum shall include:

- i. Online commercial vehicle registration
- ii. Development of a user agreement for Owner to execute with commercial vehicle operators accessing the terminal
- iii. Production and Distribution of hang tags to users
- iv. Logging of vehicles/entry into terminal
- v. Posting of fees to user accounts
- vi. Charging of fees
- vii. Collection of account setup fee
- viii. Verification and resolution of disputed charges
- ix. Provision of financial reports of commercial vehicle access program
- x. Provision of usage reports
- xi. Provision of training for Owner staff on use of system

(3) Parking Management Services that shall at a minimum include:

- i. Monthly executive review of operations
- ii. Provision of an Operations manager
- iii. Provision of two TWIC-credentialed persons per berth-day to assist with logging of commercial vehicle access, enforcement, and offsite lot staffing

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- iv. Provision of one TWIC-credentialed person per post berth-day for enforcement/license plate verification
- v. Provision of additional staffing at the applicable hourly rate as needed and agreed upon by Owner
- vi. Provision of all equipment and supplies needed for enforcement
- vii. Maintenance of all parking equipment to include but not limited to payment kiosks, signs, shelters
- viii. Making of cash deposits and management; stocking and removal of cash from kiosk payment machines

(b) Apply the rates to be charged for parking and commercial vehicle access fees as set by the Owner and make changes in such rates and charges as directed.

(c) Employ such personnel as mutually agreed upon with the Owner to efficiently operate and maintain the Station, maintain records of time spent by employees so that proper charges may be made in accordance with Section 4 hereof and neatly uniform all employees.

(d) Maintain and repair the Station as necessary; provided, however, Operator shall only be required to maintain and repair the Station with respect to such items that are considered as part of an efficient parking operation, including but not limited to attendant booths, signs, and parking payment kiosks, and basic debris removal. Operator shall not be responsible for major maintenance or repairs to the overall parking facility, including surface of the lots, structural repairs or other major repairs. Operator shall note and bring to the attention of Owner any material deficiencies in the Station, including cleanliness, lighting, or structural failure. Repairs and maintenance by Operator are to be undertaken at Operator expense except as specifically authorized in paragraph 4.2 or otherwise specifically agreed upon in advance by the Owner, the Owner's Terminal Manager, or the Owner's Facility Security Officer.

(e) Supervise all employees contractors of Operator working at the Station whether on a full-time or part-time basis.

(f) Purchase or cause to be purchased necessary equipment or supplies as may be necessary in connection with the proper operation and maintenance of the Station.

(g) Pay and discharge all expenses and costs incurred in operating and maintaining the Station, making charges therefore against the Account (as defined herein), but only for the purposes and to the extent as specifically provided in Section 4.

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(h) Comply with all laws and ordinances pertaining to Operator's operation of the parking station, including obtaining licenses and permits required for the operation of the Station.

(i) Procure and maintain during the Term the minimum insurance required by the basic agreement. In addition, Operator shall maintain the following coverage:

(1) Garagekeeper's Legal Liability Insurance insuring Owner and Operator against claims, liabilities, losses, or suits incurred by reason of or arising out of Operator's negligence or fault and covering exposures for loss of or damage to the vehicle from fire, explosion, theft, collision, riot, civil commotion, malicious mischief or vandalism, with a per occurrence limit of not less than one million dollars (\$1,000,000.00).

(2) Worker's Compensation insurance in compliance with the Worker's Compensation Act of the State of Alabama, including a waiver of subrogation rights in favor of Owner.

(3) Client Property coverage with limits of not less than three hundred thousand dollars (\$300,000.00) subject to a deductible of not more than five thousand dollars (\$5,000.00) for each loss.

(4) Employee Theft coverage with limits of not less than three hundred thousand dollars (\$300,000.00) subject to a deductible of not more than five thousand dollars (\$5,000.00) for each loss, except for employee theft of automobiles which is subject to a deductible of \$50,000.00.

(5) All insurance coverages under this shall cover Operator, its officers, agents, and employees, and may be a blanket policy or policies also covering other locations and insureds, contain a waiver of subrogation in favor of Owner and shall require that not less than thirty (30) days written notice shall be given Owner prior to any material changes in coverage or to its cancellation. Owner shall be named as an additional insured on the policies required by Subparagraph (1) of this subsection, but excluding coverage for Claims (as that term is herein defined) for faulty construction or design of the Station. Operator shall obtain and provide Owner with a Certificate of Insurance evidencing the current coverage's provided by this subsection, at all times this Agreement is in effect.

2.3 Extraordinary Expenditures. Operator will refer emergency expenditure needs, for which the Operator would expect reimbursement by Owner to the Owner's Terminal Manager or Facility Security Officer for determination as to

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need and amount, and will be treated as "Other Costs" as discussed in paragraph 4.2.

2.4 Equipment. Operator will install and maintain removable revenue control equipment in the Station, and shall install and maintain all revenue kiosks for self-service parking payment purposes. The equipment Operator to provide is detailed in paragraph 2.2.

ARTICLE III DUTIES OF OWNER

3.2 Taxes. Not applicable. Owner does not pay taxes on parking revenues and Operator will not collect or pay taxes on behalf of Owner.

3.3 Owner's Insurance. Owner is self-insured and upon request, can provide Operator with verifications.

3.4 Maintenance and Repair. Owner shall be responsible for all general repairs and maintenance to the Station that are not directly related to the Operator's parking signage, kiosks, booths, or other equipment owned by the Operator.

ARTICLE IV. ACCOUNTING PROVISIONS; COMPENSATION

4.1 Direct Revenue. Operator shall receive and collect all revenue from the operation of the Station, which revenue shall be disbursed in accordance with Section 4.2. "Direct Revenue" includes all amounts that are collected or should have been collected in the Online Prepaid Reservation Point of Sale System or otherwise under this Agreement.

4.2 Direct Costs. Operator shall deposit into its operating account (the "Account") all sums received by the Operator arising from all amounts that are collected under this Agreement without any deductions whatsoever (the "Gross Revenues"). Subject to the limitations in this Agreement, Operator shall deduct from the Account all fixed operating fees (also referred to as management fees to include 1st year projected capital expenses), parker fees, equipment lease fees, enforcement fees, commercial vehicle account setup fees, commercial vehicle access fees, and any additional hourly labor agreed to in advance (collectively, the "Direct Costs"). The rates for these costs are set in paragraph 4.5. Operator may also deduct from the Account other expenses ("Other Costs") if they are specifically agreed upon in writing. Direct Costs do not include bank or credit card processing fees.

4.3 Reports.

(a) Monthly Reports. Operator shall keep detailed accounts of its transactions for its operation of the Station, and Operator shall pay to Owner, by electronic funds transfer to Owner pursuant to written instructions provided by Owner to Operator on or before the 15th day of each month, the Net Revenue for the calendar month preceding such month, and Operator shall also e-mail to Owner a statement for such prior month showing vehicle counts, Gross Revenues, Direct Costs, and the calculation of Net Revenue.

(b) Inspection. Owner, or any agent designated by it, shall have the right to inspect all records maintained by Operator pertaining to the management and operation of the Station during regular office hours and upon reasonable notice at the Station in Mobile, Alabama.

4.4 Account Deficit. If at any time during the Term, the Direct Costs charged to the Account exceed the Gross Revenues deposited in the Account, Owner shall, immediately upon receipt of a statement detailing such costs and revenues, pay to Operator an amount equal to such deficit. In the event that Owner is delinquent in the payment of any sums due Operator pursuant to this Agreement for a period of ten (10) days or more, Operator may thereafter retain all Gross Revenue derived from the operation of the Station as a credit against sums due Operator until all monies due Operator hereunder are paid to Operator. Following the expiration of this Agreement, any costs, charges and expenses incurred by Operator in the operation of the Station under this Agreement which have not previously been reimbursed to or deducted by Operator under the provisions of this Agreement shall be reimbursed to Operator by Owner within ten (10) days of receipt of a statement evidencing any such costs, charges and expenses.

4.5 Compensation of Operator – Online prepaid reservation/point of sale. As compensation for the above mentioned online prepaid reservation and point of sale systems, the Owner will compensate the Operator according to the following fee structure. Operator shall deduct such charge from the Account as a Direct Cost in accordance with Section 4.2 hereof of the first day of each month during the Term.:

(a) Fixed Operating Fee (Year 1 "Initial" Term): \$4,208/month; ("Renewal" terms): \$3,000/month.

(b) Equipment lease fee for Operator provided equipment, or its equivalent, as specified in Section 2.2: \$1,650/month.

(c) Parker Fees: Processing fee \$5.00/transaction, other than transactions paid in cash, which shall not be subject to a processing fee.

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- (d) Enforcement fees: \$50/immobilized vehicle.
- (e) Additional hourly rate for labor beyond base requirements of Section

2.2.

4.6 Compensation of Operator – Commercial vehicle access. As compensation for the above mentioned commercial vehicle access systems, the Owner will compensate the Operator according to the following fee structure. Operator shall deduct such charge from the Account as a Direct Cost in accordance with Section 4.2 hereof of the first day of each month during the Term:

- (a) Fixed operating fee: \$500/month.
- (b) Commercial vehicle access transaction fee: \$2.00 per transaction.
- (c) Setup fee: \$50 per vehicle.
- (d) Additional hourly rate of \$15.25/hour for labor beyond base requirements of Section 2.2.

ARTICLE V MISCELLANEOUS

5.1 No Partnership. This Agreement shall in no way be considered to create a partnership or joint venture between the parties hereto or other relationship of any kind other than that of Operator being an independent contract furnishing and supplying services to Owner.

5.2 Notices. All notices hereunder must be in writing and will be deemed to have been given upon delivery by (a) personal delivery to the designated address, (b) certified or registered mail, postage prepaid, return receipt requested, or (c) a nationally recognized overnight courier service (against a receipt therefor). All such notices must be addressed as follows or to such other address as to which any party hereto may have notified the other in writing:

5.3 Successors and Assigns. Not applicable.

5.4 Standard of Care. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to anyone not a party, except as otherwise expressly provided herein.

5.6 Amendment. This Agreement is not subject to modification except in writing and contains the entire Agreement of the parties with respect to the matters covered by this Agreement and no other agreement, statement, or promise made by any party to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid.

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5.7 Governing Law. This Agreement shall be construed in accordance with laws of the State of Alabama.

5.9 Force Majeure. In the event a major casualty, condemnation, hurricane, Act of God or other event of force majeure that prevents Operator from conducting parking at the Station then neither party shall be required to pay any amounts or render any services to the other party until such event has terminated or been resolved (provided, however, that Owner shall retain its tax obligations under Section 3.2 and Operator shall maintain the insurance coverages required by Section 2.2(i)).

5.10 Intellectual Property. "Intellectual Property" means, all of worldwide proprietary rights in each and all of the following, whether or not patentable: ideas, inventions, concepts, developments, designs, applets, or other computer programs, applications, firmware or software, creations, other works of authorship, technology, prototypes, methods (whether technological, business or otherwise), processes, marks, symbols, slogans, emblems, business plans and strategies or other proprietary things or information. All Intellectual Property of Operator as of the date of this Agreement and all Intellectual Property owned, created or discovered by Operator during the Term shall remain the sole and exclusive property of Operator. No Intellectual Property owned, created or discovered by Operator during the Term shall be deemed a "work made for hire". Owner shall not have a license or any other rights to the Intellectual Property of Operator.

5.11 Security. Operator's employees working on the Station shall possess a current Transportation Worker Identification Credential (TWIC), and shall carry such credential at all times while on the Station. Operator shall at all times comply with the Station Facility Security Plan and the direction of the Station Facility Security Officer with regard to facility security while operating the Station. Owner acknowledges that Operator's obligations hereunder do not include the rendition of service, supervision, or furnishing of personnel in connection with the personal safety and security of any persons within or about the Station.

5.15 Non-Compete; Non-Solicitation. During the Term of this Agreement and for a period of twelve (12) months following the expiration or termination of this Agreement, Owner shall not hire, or attempt to hire, personnel of the Operator at the Station without the prior written consent of the Operator.

5.16 Subcontractors. Operator may, with the written consent of Owner, provide the services contemplated by this Agreement through itself and/or one or more of its affiliates and/or third party subcontractors.

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5.17 Unamortized Costs. Notwithstanding anything to the contrary in the Agreement, in the event the Agreement is terminated for any reason prior to September 30, 2017, in addition to any and all remedies that either party is entitled to under the Agreement, Operator may, upon proof of loss, claim unamortized costs for installation of fixtures and equipment for the Station, which in no event shall exceed \$1,208 per each month for each month commencing on the first month following the date of termination and ending no later than September 30, 2017.ms.

EXHIBIT C

PROPOSAL SUBMISSION

Please provide the following information in a narrative format, and complete and sign the final page (or facsimile). Please include one original and one electronic submission (on CD or flash drive) by mail to the address indicated above.

Business Name (as on W-9): _____

GENERAL INFORMATION

1. Name of your company.
2. Names, point of contact information, resumes/qualifications of Company President/CEO, and key personnel who would be involved in this contract.
3. Key subcontractors you intend to use (if any).
4. Copy of current Business License(s).
5. IRS Form W9.
6. Whether you, or your subcontractors, are certified as small, disadvantaged, or minority business enterprises by any certification authority.
7. Any draft contracts or end user license agreements you propose

OVERALL COST TO CITY

1. Please describe all costs you expect the City to incur to employ your system, specifically considering:
 - a. Reservation system website development cost
 - b. Website hosting cost, if any
 - c. Reservation transaction fees
 - d. Credit card fees
 - e. Point of sale equipment costs and/or fees
 - f. Any software license fees
2. Please include your intended customer or City fees to operate the Commercial Vehicle Access program.
3. Please indicate the fees you propose for enforcement.
4. Please indicate any expenses you would charge the City, over and above any management or transaction fees, if any, for rental and purchase of payment kiosks, signage, enforcement equipment, uniforms, or other capital or recurring expenses. For example, if you would provide parking kiosks, and intend to separately charge the City for them, indicate the rental fee you would charge the



City for each unit, and how many units you would propose. Please indicate rental and one-time direct purchase pricing.

CUSTOMER EASE OF USE AND SYSTEM INTERFACE

1. Please describe your system and how it will operate to provide parking reservations and point of sale ticketing. Include
 - a. Software used, including name, ownership, version.
 - b. Description of how the software works
 - c. Security features of the software (including PCI SSC compliance).
 - d. Description of customer interface, including screen shots, receipts, instructions, directions, and reminders.
2. Please describe whether and how your system can validate customers who say they have a reservation and appear without a receipt or ticket.
3. Please describe how your system will use electronic marketing to drive customers to prepay.
4. Please describe the help / customer service interface options you will provide.
5. Please indicate how signage and on-site staff will be used, and provide examples.

PLAN FOR SIGNAGE, EQUIPMENT, STAFFING, ENFORCEMENT, & TRANSITION

1. Please describe your overall plan to operate the parking reservation, payment, commercial drop off vendor registration, and enforcement systems. Please indicate any performance metrics regarding throughput and compliance you intend to use.
2. Please describe the equipment you will use, and how you will install it, operate it, and maintain it.
3. Please describe the staffing you intend to deploy and the roles each staff member will play on cruise days and, if necessary, other days. Please provide a description of your hiring and training protocols.
4. Please describe how you will intend to transition from the MACT's current system to your system.

MANAGEMENT "DASHBOARD" INFORMATION AND REPORTS

1. Please describe the interface MACT will have with your software product and customer information.
2. Please describe and provide samples of reports that you can generate, including financial, occupancy, customer demographics and customer satisfaction.



Mobile Alabama Cruise Terminal
Parking Management
RFP # 2019-05
Due: October 22, 2019

EXPERIENCE PROVIDING PARKING SOLUTIONS

1. Please identify locations for which you provide, or have provided similar services, a description of the scope of those services, and points of contact at those locations.



SIGNATURE

I certify that the enclosed representations are true and accurate, I am authorized to act on behalf of the indicated Proposer, that on behalf of the Proposer, I understand and am willing to be bound by the performance specifications of this proposal and the responsive submissions accompanying this document, with the following exceptions as noted: (if None, write "None" below).

Provider Name : _____

By Authorized Agent (PRINTED): _____

Signature: _____

Title: _____

Address: _____

Phone: _____ Email _____

Point of contact (if other than above):

Name: _____

Title: _____

Phone: _____ Email _____