

RESOLUTION 2023-11-02

COURTHOUSE GARAGE

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY APPROVING THE MINIMUM QUALIFICATIONS, SCOPE OF SERVICES, AND SCORING CRITERIA OF A REQUEST FOR PROPOSAL FOR GARAGE OPERATORS AT THE METROPOLITAN PARKING, LLC GARAGE (COURTHOUSE GARAGE) AS LISTED IN EXHIBITS 1, 2, AND 3; AUTHORIZING ITS CHIEF EXECUTIVE OFFICER TO MAKE MINOR CHANGES TO THE EXHIBITS, PROVIDED THE EXHIBITS INCLUDED IN THE REQUEST FOR PROPOSAL ARE SUBSTANTIALLY SIMILAR TO THE ATTACHED; AUTHORIZING ITS CHIEF EXECUTIVE OFFICER, THROUGH THE CITY PROCUREMENT DIVISION, TO ISSUE THE REQUEST FOR PROPOSAL, NEGOTIATE WITH A VENDOR, AND NEGOTIATE A CONTRACT WITH A VENDOR THAT IS SUBJECT TO APPROVAL BY THE DIA BOARD; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 21, 2022, the City of Jacksonville and the Downtown Investment Authority entered into a Mediated Settlement Agreement to litigation with Metropolitan Parking Solutions, LLC (hereinafter “MPS”), owner of the Courthouse Garage located at 116 Pearl Street North, the Sports Complex Garage located at 500 A. Philip Randolph Boulevard and the Arena Garage located at 999 East Adams Street, collectively “the Garages”; and

WHEREAS, the Mediated Settlement Agreement included a Lease Agreement for the Garages between MPS and the Downtown Investment Authority (hereinafter “DIA”) for a term that expires on September 30, 2051; and

WHEREAS, the Mediated Settlement Agreement also included the assignment of a Parking Management Services Agreement with LPS of America, Inc., dated September 23, 2020, and for a term that expires on December 31, 2025, from MPS to the DIA; and

WHEREAS, at their meeting of June 27, 2023, the Jacksonville City Council voted to approve Resolution 2023-355 “encouraging and requesting the DIA to explore opportunities to competitively procure services for operation of the Courthouse Garage, Arena Garage and Sports Complex Garage, or to partner with the Jacksonville Transportation Authority to provide these services and, if an alternative in the best interest of the city is identified, to terminate for convenience the Parking Management Services Agreement between the DIA and Reef Platform U.S. Operations, LLC (successor to LPS America, Inc.)”; and

WHEREAS, at their meeting of August 16, 2023, the DIA Board voted to approve Resolution 2023-08-10 “authorizing its Chief Executive Officer to prepare a Request For Proposal for the purpose of soliciting competitive responses from qualified parking garage operators for the management of the Metropolitan Parking, LLC Garages (Courthouse Garage,

Sports Complex Garage, and Arena Garage)” subject to Board approval of terms of solicitation prior to issuance; and

WHEREAS, the differences in utilization require a separate RFP for the Courthouse Garage, and the Arena and Sports Complex Garages; and

WHEREAS, “efficient utilization of existing parking structures” is a Strategic Objective of BID Plan Redevelopment Goal No.1 and “maximizing utilization of existing parking structures” is a Strategic Objective of BID Plan Redevelopment Goals No. 2 and No. 3,

NOW THEREFORE, BE IT RESOLVED by the Downtown Investment Authority:

Section 1. The DIA Board finds that the recitals set forth above are true and correct and are incorporated herein by this reference.

Section 2. The DIA Board hereby approves of the Minimum Requirements for the Request For Proposal for a garage operator for the Courthouse Garage attached to this Resolution as Exhibit 1.

Section 3. The DIA Board hereby approves of the Scope of Services for the Request For Proposal for a garage operator for the Courthouse Garage attached to this Resolution as Exhibit 2.

Section 4. The DIA Board hereby approves of the Scoring Criteria for the Request For Proposal for a garage operator for the Courthouse Garage attached to this Resolution as Exhibit 3.

Section 5. The DIA Board authorizes the DIA Chief Executive Officer to make minor changes as needed to the attached Exhibits, so long as the Exhibits included in the Request For Proposal are substantially similar to the attached.

Section 6. The DIA Board further authorizes the DIA Chief Executive Officer to take all steps to complete the Request For Proposal with the City Procurement Division, issue a Request For Proposal for a garage operator, negotiate with a vendor, and draft a contract that is subject to approval by the DIA Board.

Section 7. The DIA Board directs that one member of the scoring committee shall be a DIA Board member; one member a DIA staff member; and the third member may be a DIA staff member, Office of Public Parking staff member, or OED staff as determined by the CEO of the DIA.

Section 8. This Resolution shall become effective on the date it is signed by the Chair of the DIA Board.

Resolution 2023-11-02C
Exhibit 1
Minimum Qualifications

Vendors must satisfy the following mandatory minimum requirements in order to have their Responses to manage the Courthouse Garage evaluated. By submitting a Response, the Vendor warrants and represents that it satisfies these requirements. Failure to meet these requirements will result in the Response not being evaluated and being rejected as non-responsive:

- 1.1 All proposers responding to manage the Courthouse Garage must have a **minimum** of five years' experience operating garages of similar size, and providing daily and monthly parking, in a single downtown setting.
- 1.2 All proposers must be capable of providing all of the monthly reports listed in the RFP.
- 1.3 All proposers (and any/all subcontractors) must be authorized to transact business in the State of Florida and maintain any licenses to perform services required to operate for the length of the contract.
- 1.4 All proposers must provide a list of any and all subsidiaries or other lines of business that the proposer is involved with.
- 1.5 All proposers must not have had any outstanding fines or liens in the last five years with any regulatory body that have remained past due for more than 180 days.
- 1.6 All proposers must provide a minimum of three (3) references pertaining to operation of garages that are similar in nature and scope to the services requested hereunder for the Courthouse Garage. A reference from at least one **existing government client operating in Florida is required**. This can include departments, authorities, and divisions of local municipalities, or the State of Florida.
- 1.7 All proposers are prohibited from submitting proposals under this RFP in which the primary contractor is a Joint Venture or Partnership business agreement.

Resolution 2023-11-02C
Exhibit 2
Garage Operations Scope of Services

The Downtown Investment Authority, as the Community Redevelopment Agency for the combined Northbank CRA (DIA), intends to contract parking management services to an experienced and qualified Vendor 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 Courthouse Garage. The Vendor shall manage, staff, maintain, and operate the assigned parking facility in an efficient manner with a customer-centric focus in line with other A-class daily and monthly parking facilities.

FACILITY BACKGROUND INFORMATION

The DIA has operational control of the Courthouse Garage pursuant to a long-term lease and is seeking proposals from qualified parking operators and management companies to establish a partnership with the DIA and provide the services identified in the RFP. A description of the facility is listed below.

- The Courthouse Garage is a 1,350-space, 7-level fully automated parking garage located at 151 N. Clay Street. This garage is adjacent to the Duval County Courthouse and serves as the primary location for courthouse juror parking absorbing approximately 30% of capacity. There are currently three (3) attendants that assist with juror users and any other parking related questions. There are TIBA ticket spitters installed at each of the entry lanes. There are TIBA pay stations installed at each of the exit lanes which accept cash and credit card payments. Both monthly and hourly parking is provided in the garage in addition to the juror parking.

SERVICES

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

- 2.1 Operate and maintain as a primarily transient and monthly parking garage that, on limited occasions, is operated as a special events parking facility.
- 2.2 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.
- 2.3 Provide necessary staffing for the operation as a transient and monthly focused parking garage (including on-site supervision during garage operating hours) and when necessary, provide staffing for special event parking.
- 2.4 The vendor 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.
- 2.5 Provide facility maintenance staffing and services that include painting, garage sweeping, equipment maintenance and repair, light bulb replacement, and stairwell maintenance, etc. This does not include 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 of the DIA prior to incurring any such additional capital expense.
- 2.6 The CEO of the DIA must approve any subcontract for services for repetitive and scheduled maintenance, and the vendor will provide three (3) quotes for services and a recommendation on which subcontractor it would select. The vendor will provide notification if the subcontractor is a subsidiary or otherwise affiliated with the vendor. The vendor should also consider JSEB qualifications when selecting subcontractors.
- 2.7 For all non-repetitive or non-scheduled maintenance, if the project is over \$5,000.00, the vendor will provide three (3) quotes to the CEO of the DIA and a recommendation on which subcontractor it would select.
- 2.8 By January 31st of each year, provide an annual budget (for the ensuing fiscal year) of operating expenses and revenues for the garage. This budget will be subject to approval by the CEO of the DIA each year. This budget will include:
- a. The management fee structure as stated in the contract. This will include any base fee, any incentive fee, and all operating expenses.
 - b. Any third-party contracts for services
 - c. An accurate estimate and detail of any and all operating expenses to be charged to the city, by vendor, including, but not limited to, the allocation of wages for off-site vendor personnel, equipment rental from vendor, insurance provide by vendor, any vendor management fees, vendor IT support, vendor banking fees, and vendor recruiting).
 - d. Labor costs, including:
 - 1. Position titles of personnel for whom expenses will be incurred, and if shared with other operations of the vendor, the percentage of their time devoted to this contract as compared with other contracts and business responsibilities
 - 2. Headcount for all full-time, part-time, and seasonal employees
 - 3. Wages for all full-time, part-time, and seasonal employees
 - 4. Hours worked for all full-time, part-time, and seasonal employees
 - 5. Payroll Tax, benefits
 - 6. Total monthly labor expense by position
- 2.9 Provide detailed and accurate monthly reports and payment for reimbursement, no later than the 15th of each month, for the 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:
 - 1. Position titles
 - 2. Headcount for all full-time, part-time, and seasonal employees
 - 3. Wages for all full-time, part-time, and seasonal employees
 - 4. Hours worked for all full-time, part-time, and seasonal employees
 - 5. Payroll Tax, benefits
 - 6. Total monthly labor expense by position
 - i. Itemized list of all revenues and all expenses
- 2.10 Monitor the facility usage and capacity on a regular basis, including doing actual counts in order to maximize the number of parkers utilizing the facility, as well as monitoring daily to ensure that there is no unauthorized use and make recommendations to DIA regarding opportunities for increased usage and revenue.
- 2.11 Enforce parking policies and rates set by the DIA in coordination with the DIA.
- 2.12 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.
- 2.13 The Vendor does not have the authority to provide free parking or enter into contracts for retail space in the garage This authority will remain with the DIA. The vendor may sell monthly parking in the Courthouse Garage at the DIA approved rate to any user under a standard agreement and terms. Furthermore, any user can purchase any number of spaces so long as the spaces are at the DIA established monthly rate. The vendor does not have the authority to sell spaces that require an additional agreement or contract of any kind or that sells spaces at a discount. The vendor will assist DIA in acquiring and installing 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.
- 2.14 The vendor shall provide an Operations Plan for the garage. This plan should be updated each fiscal year, consistent with the budget provided by the vendor, 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 vendor, which services are contracted out 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.

2.15 The Vendor shall provide a Maintenance Plan outlining the following:

Provide a maintenance plan covering a five-year term including tasks to be performed daily, weekly, monthly, bi-annually, and annually for the 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 the garage. If any of the tasks are contracted, or not included and explained in the budget, please do so here. This maintenance plan does not include any structural evaluation or plan, which has been previously obtained by DIA and will be provided to the selected Vendor to coordinate implementation on the recommended schedule. This plan will be provided as a deliverable 90 days after the execution of the contract.

2.16 The contract will be for a term of 3 years, with 3 one-year renewal options exercisable upon mutual agreement of the parties. The Contract shall be terminable by DIA in the event of the following:

1. On 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 CPI Index 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.
2. On 90 days prior notice if the actual operating expenses charged by the vendor in any year exceed the approved budget for such year by more than 10% unless the actual net revenue to DIA also increases by an equal or greater %.
3. If the vendor fails to cure any deficiencies in its performance of the scope of services hereunder within thirty (30) days after receiving notice thereof, DIA may terminate this contract upon 60 days prior notice to vendor.
4. In the event of defaults as may be required by the City Office of General Counsel or Risk Management Office.

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

Resolution 2023-11-02C
Exhibit 3
Scoring and Evaluation Criteria

The evaluations will be based upon the following criteria. As stated in the scope, DIA intends to contract parking operations management to an experienced and qualified Vendor 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. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the proposal as non-responsive. The response to each of the criteria will be evaluated relative to the criteria listed in this section and the contract will be awarded to the highest scoring, responsive, responsible bidder for the Response Evaluation Criteria. **Proposers shall arrange their responses in a format that will offer ready review and evaluation of each criterion.** Please note that 100 points is the maximum total for all criteria. The DIA has the final determination into which contracts are awarded.

RESPONSE EVALUATION CRITERIA:

In your response, list the page number(s) and paragraph(s) that specifically address each of the criteria listed below.

1. COMPANY EXPERIENCE AND REFERENCES: 25 points maximum score

- For vendors proposing to manage the Courthouse Garage, describe company qualifications and experience in downtown parking operations management.
- Describe the availability of adequate personnel. Provide a proposed list of the positions necessary to operate facility, including management, administrative, accounting personnel, and staffing for maintenance, etc. Describe the qualifications and experience of the key personnel you propose to use. Further describe the ability to recruit, train, and retain staff.
- Provide the number and size of the projects currently being performed. Discuss past ability to deliver projects on a timely basis under similar current workload conditions.
- Provide a minimum of three (3) references that are similar in nature and scope. One of these references should be an existing government client operating in Florida. This can include municipal or county governments, departments, authorities, or divisions of local municipalities, or the State of Florida.
- Describe the vendor's understanding of the requirements of this solicitation, and its ability, approach and/or plan to satisfy the same in complete compliance with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations.
- Describe any outstanding accomplishments that relate to specific services being sought, for example, this could include awards, employee training and certifications, or special licenses.
- Provide documentation, such as financial statements, net income statements, operating expense statements, and budgets showing the ability to generate revenue off of garages of similar size and scope to the Courthouse Garage. For the

Courthouse Garage this would be a garage that offers daily and monthly parking in a downtown setting.

2. OPERATING AND STAFFING PLAN: 30 points maximum score

- Describe the transition and start-up operating plan and how the proposed management and staffing plan will allow for continual and uninterrupted service.
- Resumes of key personnel. At a minimum, the resumes must include name of required person, proposed labor category or role of responsibility, education (degree(s)/certifications received and/or currently held, including the year completed, major field(s) of study, relevant experience (list employer, title of position, starting and ending dates (month/year) and a concise description of experience related to the requirements of their proposed position.
- Provide a conceptual operating plan for the first year of operation and conceptual budget based on experience with similar garages.
- Describe through existing operations plans how the Vendor has operated other garages with a history of:
 - Efficient garage operations
 - Excellent customer service
 - Experience with subcontractors
- Describe the estimated number of staff, hours, and labor expenses required for operation in the proposed management and staffing plan.
- Describe employee hiring, training, supervision of performance, and retention policies to minimize turnover while providing the highest level of customer service for a parking facility.
- Describe the maintenance plan that provides for operational maintenance to be completed at each garage weekly, monthly, bi-annually, or annually.
- Describe what services will be provided directly by the vendor and which services will be contracted out to another party. If this third party is an affiliate describe that relationship. Information about subcontractors should include the names of any subcontractors, area of expertise for any subcontractors, the proposed work to be given to any subcontractors, and whether the subcontractor meets JSEB qualifications.
- Vendors will indicate in their operations plan how they plan to increase net operating income and include any costs associated with that increase.
- Vendors will describe how the plan will manage operating expenses related to services despite rising costs.

3. CONTRACT COST: 40 points maximum score

Vendor shall explicitly identify in detail the anticipated comprehensive contract cost to the DIA for Vendor's services. This shall include all base management fees, standard pass-through fixed monthly fees, expenses and overhead charges, any incentive payments tied to performance, and the expected variable operating expenses that will be passed through to DIA based on the conceptual operating plan for each garage.

DIA is seeking a Vendor 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. A fee structure that incentivizes the vendor to materially increase net operating income in the Garages will be considered, provided such increase is achieved by revenue increases or reductions in pass through fees or expenses other than on-site labor and services that would impact garage operations or customer service. Net operating income is defined as gross revenue from the garage minus all 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.

Vendors will be scored on the comprehensive contract cost model that they submit based on the following criteria.

- The proposed comprehensive contract cost structure for each garage (i.e., base fee, incentive, other projected fixed fees to be charged for the services, projected operating expenses to be deducted from gross revenue, etc.)
- The monthly fixed costs to DIA per garage (should tie back to operations plan)
- The estimated monthly variable operating costs associated with operating each garage. (describe relationship to level of service and/or gross revenue)
- How the proposed structure incentivizes material increases in net operating income for one or more of the garages without reducing the level of service.
- The percentage of total contract costs associated with onsite garage operations (labor, janitorial services, equipment maintenance, etc. (please identify these items in the proposed operations plan and cost structure) as compared to the percentage of fixed overhead and management expenses (labor associated with management, back office and support operations, accounting fees, reporting fees, management fees, etc.). For example, 30% onsite:70% overhead and management)

4. JSEB PARTICIPATION: 5 points maximum score

- Vendors should indicate their past and present commitment to minority, women-owned, and small and emerging businesses. Additionally, responses to this evaluation criterion should include, without limitation, statements that document the vendor's:
- Commitment to diversity among the directors, officers, and employees that make up the organization.
- Commitment to diversity within its community and beyond.
- Examples and data of utilization of minority, women-owned, and small and emerging businesses on past projects.
- Examples and data of utilization of minority, women-owned, and small and emerging businesses, certified Jacksonville Small and Emerging Businesses (JSEBs) in particular, for the project solicitation in question.