



CITY COUNCIL STAFF REPORT

DATE: February 19, 2014 CONSENT CALENDAR

SUBJECT: AWARD A FIVE-YEAR AGREEMENT FOR PARKING ENFORCEMENT SERVICES TO ACE PARKING MANAGEMENT, INC.

FROM: David H. Ready, City Manager

BY: Finance Department

SUMMARY

The City Council will consider awarding a five-year agreement along with two 2-year options with Ace Parking Management, Inc. for parking enforcement management services.

RECOMMENDATION:

1. Approve an Agreement with Ace Parking Management Services, Inc. of San Diego, CA for Downtown Parking Control and Enforcement Services, for a cost of \$137,077.20 per year, inclusive of base costs, required equipment and software, staffing, and variable expenses, for five years, and 2 two-year options to extend the agreement.
2. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

Parking enforcement is an important tool in the administration of State law and City Ordinances regarding parking and traffic, along with public safety. The City's parking enforcement programs are performed by two contracts. The City Council recently approved a new contract for parking citation processing and collection with Data Ticket, and City Staff is currently working toward the transition and the upgrade of the parking enforcement citation equipment.

The second contract is for Downtown parking control and enforcement services. Since March 2006, the City's Downtown parking enforcement services have been performed by Standard Parking.

The Procurement Division and Finance Department staff worked closely together to develop the formal Request for Proposals (RFP) 04-14 to solicit proposals from qualified firms for parking enforcement services. Five prospective firms registered for the RFP,

and three firms' submitted proposals by the deadline: Ace Parking Management, Inc., Alltech Industries, and Standard Parking-SP Plus (the incumbent firm).

An Evaluation Committee consisting of staff from the Finance and Police Departments, and the City Clerk/Chief of Staff, evaluated the proposals. In consideration of qualifications, experience, quality of the proposed new equipment, and cost proposals, the Evaluation Committee unanimously selected Ace Parking Management, Inc. as the highest ranked company.

The proposed agreement with Ace Parking maintains the current level of parking control and enforcement -- Monday through Sunday, Noon to 8:00 P.M.

Additionally, the City owned parking enforcement vehicles currently used are near the end of their useful lives and are costly to maintain. The proposed new agreement requires Ace Parking to provide two GEM eS 2-passenger electric parking enforcement vehicles. It is the contractor's responsibility to service, maintain, and provide insurance for the vehicles, thereby relieving the City's Fleet Department of the obligation of maintenance responsibilities and the City from replacing outdated and inefficient parking enforcement vehicles.

Ace Parking has 63 years of experience in the area of parking enforcement management services and referenced clients include the cities of San Diego, Chula Vista, Phoenix, Tucson, the Port of San Diego as well as the San Diego Airport. In addition, since 2006 Ace Parking has provided parking lot management services and parking enforcement for the Palm Springs International Airport and has over 30 employees working for them in the area.

FISCAL IMPACT:

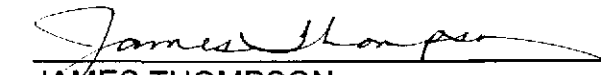
The annual contract cost proposal from Ace Parking Management is \$137,077.20 (compared to Standard Parking SP-Plus [incumbent] proposed amount of \$133,544.08, and Alltech Industries proposal of \$129,208.04).

Parking enforcement revenue was \$74,028 last fiscal year (2012/13). Historically, the City's General Fund has subsidized parking enforcement activities, and has not had an increase in "fines and penalties" for several years. During budget discussions beginning next month, Staff will be bringing forward to Council a suggested increase in this area to cover the City's actual costs.

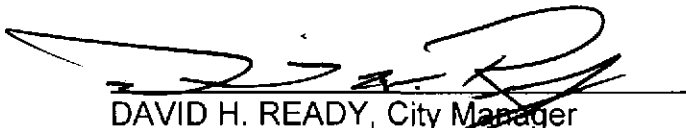
Sufficient funds for the remainder of the fiscal year are available in Parking Fund Account Number 131-4461-43200.



GEOFFREY S. KIEHL
Director of Finance / City Treasurer



JAMES THOMPSON
Chief of Staff / City Clerk



DAVID H. READY, City Manager

Attachment:
Contract Services Agreement

**CONTRACT SERVICES AGREEMENT
(PARKING ENFORCEMENT SERVICES)**

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is entered into, and effective on _____, 2014, between the CITY OF PALM SPRINGS, a California charter city and municipal corporation, ("City") and ACE Parking Management, Inc. ("Contractor"). City and Contractor are individually referred to as "Party" and are collectively referred to as the "Parties".

RECITALS

- A. City has determined that there is a need for Parking Enforcement Services ("Project").
- B. Contractor has submitted to City a proposal to provide Parking Enforcement Services to City for the Project under the terms of this Agreement.
- C. Contractor is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided in this Agreement.
- D. City desires to retain Contractor to provide such Contract services.

In consideration of these promises and mutual obligations, covenants, and conditions, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor agrees to perform the Contract services set forth in the Scope of Services described in Exhibit "A" (the "Services" or "Work") , which is attached and incorporated by reference. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and Contract services and that Contractor is experienced in performing the Work and Services contemplated and, in light of such status and experience, Contractor covenants that it shall follow the highest Contract standards in performing the Work and Services required in this Agreement. For purposes of this Agreement, the phrase "highest Contract standards" shall mean those standards of practice recognized as high quality among well-qualified and experienced Contractors performing similar work under similar circumstances.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City's Request for Proposals; and, (4) the Contractor's signed, original proposal submitted to the City ("Contractor's Proposal"), (collectively referred to as the "Contract Documents"). The City's Request for Proposals and the Contractor's Proposal, which are both attached as Exhibits "B" and "C", respectively, are incorporated by reference and are made a part of this Agreement. The Scope of Services shall include the Contractor's Proposal. All provisions of the Scope of Services, the City's Request for Proposals and the Contractor's Proposal shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the provisions of the Scope of Services (Exhibit "A"); (2nd) the provisions of the City's Request for Proposal (Exhibit "B"); (3rd) the terms of this Agreement; and, (4th) the provisions of the Contractor's Proposal (Exhibit "C").

1.3 Compliance with Law. Contractor warrants that all Services rendered shall be performed in accordance with all applicable federal, state, and local laws, statutes, ordinances lawful orders, rules, and regulations.

1.4 Licenses, Permits, Fees, and Assessments. Contractor represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement. Contractor shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City to the fullest extent permitted by law.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City.

1.6 Care of Work. Contractor shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components to prevent losses or damages. Contractor shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Contractor, incorporating any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement. Any adjustments must also be approved in writing by the Contractor. Any increase in compensation of up to twenty-five percent (25%) of the Maximum Contract Amount or \$25,000, whichever is less, or in the time to perform of up to thirty (30) days, may be approved by the City Manager, or his designee, as may be needed to perform any extra work. Any greater increases, occurring either separately or cumulatively, must be approved by the Palm Springs City Council. It is expressly understood by Contractor that the provisions of this section shall not apply to the services specifically set forth or reasonably contemplated within the Scope of Services.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered under this Agreement, Contractor shall be compensated by City in accordance with the Schedule of Compensation, which is attached as Exhibit "D" and incorporated in this Agreement by reference. Compensation shall not exceed the maximum contract amount of One Hundred Thirty Seven Thousand Seventy Eight Dollars per year, (\$137,078) ("Maximum Contract Amount"), except as may be provided under Section 1.8. The method of compensation shall be as set forth in Exhibit "D." Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated under Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings reasonably deemed necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Contractor accepts the risk that the services identified in the Scope of Services may be more costly and/or time-consuming than Contractor

that Contractor shall not be entitled to additional compensation, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Services. The maximum amount of city's payment obligation under this section is the amount specified in this Agreement. If the City's maximum payment obligation is reached before the Contractor's Services under this Agreement are completed, Contractor shall complete the Work and City shall not be liable for payment beyond the Maximum Contract Amount.

2.2. Method of Payment. Unless another method of payment is specified in the Schedule of Compensation (Exhibit "D"), in any month in which Contractor wishes to receive payment, Contractor shall submit to the City an invoice for services rendered prior to the date of the invoice. The invoice shall be in a form approved by the City's Finance Director and must be submitted no later than the tenth (10) working day of such month. Such requests shall be based upon the amount and value of the services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Contractor within forty-five (45) days after receipt of the invoice or as soon as is reasonably practical. There shall be a maximum of one payment per month.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by City, Parties shall execute a written amendment to this Agreement, specifying all proposed amendments, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents, work product, or work, when required by the enactment or revision of any subsequent law; or

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated by the City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon attached Schedule of Performance (Exhibit "E"), incorporated by reference.

3.2 Schedule of Performance. Contractor shall commence the Services under this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance. When requested by Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered under this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted) if Contractor, within ten (10) days of the commencement of such delay, notifies the Contract Officer in writing of the causes of the delay. Unforeseeable causes include, but are not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement under this section.

3.4 **Term.** Unless earlier terminated under this Agreement, this Agreement shall commence upon the effective date of this Agreement and continue in full force and effect until completion of the Services. However, the term shall not exceed five (5) years, from the commencement date, with two (2) two (2) year optional renewals except as otherwise provided in the Schedule of Performance described in Section 3.2 above. Any extension must be through mutual written agreement of the Parties.

3.5 **Termination Prior to Expiration of Term.** City may terminate this Agreement for its convenience at any time, without cause, in whole or in part, upon giving Contractor thirty (30) days written notice. Where termination is due to the fault of Contractor and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon such notice, City shall pay Contractor for Services performed through the date of termination. Upon receipt of such notice, Contractor shall immediately cease all work under this Agreement, unless stated otherwise in the notice or by written authorization of the Contract Officer. After such notice, Contractor shall have no further claims against the City under this Agreement. Upon termination of the Agreement under this section, Contractor shall submit to the City an invoice for work and services performed prior to the date of termination. Contractor may terminate this Agreement, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Contractor may determine.

4. **COORDINATION OF WORK**

4.1 **Representative of Contractor.** The following principal of Contractor is designated as being the principal and representative of Contractor authorized to act in its behalf and make all decisions with respect to the Services to be performed under this Agreement: Steve Burton, President. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services performed hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

4.2 **Contract Officer.** The Contract Officer shall be the City Manager or his/her designee ("Contract Officer"). Contractor shall be responsible for keeping the Contract Officer fully informed of the progress of the performance of the services. Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified, any approval of City shall mean the approval of the Contract Officer.

4.3 **Prohibition Against Subcontracting or Assignments.** The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not assign full or partial performance of this Agreement, nor any monies due, voluntarily or by operation of law, without the prior written consent of City. Contractor shall not contract with any other entity to perform the Services required under this Agreement without the prior written consent of City. If Contractor is permitted to subcontract any part of this Agreement by City, Contractor shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Contractor. City will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest in this Agreement may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted in this Agreement shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability under this Agreement without the express written consent of City.

4.4 **Independent Contractor.** The legal relationship between the Parties is that of an independent contractor, and nothing shall be deemed to make Contractor a City employee.

A. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act or represent themselves as City officers or employees. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

B. Contractor shall not have any authority to bind City in any manner. This includes the power to incur any debt, obligation, or liability against City.

C. No City benefits shall be available to Contractor, its officers, employees, or agents in connection with any performance under this Agreement. Except for Contract fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than under Section 2 and Subsection 1.8 in this Agreement, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, servants, representatives, subcontractors, or agents, Contractor shall indemnify City for all such financial obligations.

5. INSURANCE

5.1 Types of Insurance. Contractor shall procure and maintain, at its sole cost and expense, the insurance described below. The insurance shall be for the duration of this Agreement and includes any extensions, unless otherwise specified in this Agreement. The insurance shall be procured in a form and content satisfactory to City. The insurance shall apply against claims which may arise from the Contractor's performance of Work under this Agreement, including Contractor's agents, representatives, or employees. In the event the City Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified in this Agreement. Except as otherwise authorized below for Contract liability (errors and omissions) insurance, all insurance provided under this Agreement shall be on an occurrence basis. The minimum amount of insurance required shall be as follows:

A. Errors and Omissions Insurance. Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, standard industry form Contract liability (errors and omissions) insurance coverage in an amount of not less than one million dollars (\$1,000,000.00) per occurrence and two-million dollars (\$2,000,000.00) annual aggregate, in accordance with the provisions of this section.

(1) Contractor shall either: (a) certify in writing to the City that Contractor is unaware of any Contract liability claims made against Contractor and is unaware of any facts which may lead to such a claim against Contractor; or (b) if Contractor does not provide the certification under (a), Contractor shall procure from the Contract liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services under this Agreement.

(2) If the policy of insurance is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Contractor shall obtain continuing insurance coverage for the prior acts or omissions of Contractor

during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City Manager.

(3) In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Services under the terms of this Agreement.

B. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies. If Contractor has no employees, Contractor shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

C. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000.00) general aggregate for bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations.

D. Business Automobile Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager or his/her designee prior to commencing any work or services under this Agreement. Contractor guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager or his/her designee may require evidence of pending claims and claims history as well as evidence of Contractor's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Contractor under this Agreement:

- 5.3.1 For any claims related to this Agreement, Contractor's coverage shall be primary insurance with respect to the City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- 5.3.2 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.
- 5.3.3 All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds,

against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

- 5.3.4 No required insurance coverages may include any limiting endorsement which substantially impairs the coverages set forth in this Agreement (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.
- 5.3.5 Contractor agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided in this Agreement.
- 5.3.6 Contractor agrees to ensure that subcontractors, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.
- 5.3.7 Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights in this or any other regard.
- 5.3.8 Contractor shall provide proof that policies of insurance required in this Agreement, expiring during the term of this Agreement, have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.9 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 5.3.10 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impair the provisions of this section.
- 5.3.11 Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City, or to reduce or dilute insurance available for payment of potential claims.
- 5.3.12 Contractor agrees that the provisions of this section shall not be construed as limiting in

any way the extent to which the Contractor may be held responsible for the payment of damages resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

5.4 Sufficiency of Insurers. Insurance required in this Agreement shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances.

5.5 Verification of Coverage. Contractor shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Contractor's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Palm Springs or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of Palm Springs, its officials, employees, and agents are named as an additional insured..." ("as respects City of Palm Springs Contract No. ___" or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Palm Springs Contract No. ___" or "for any and all work performed with the City" may be included in this statement).*

3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.*

4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies. All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Contractor's obligation to provide them.

6. INDEMNIFICATION

6.1 Indemnification and Reimbursement. To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Contractor's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Contractor, its officers, employees, representatives, and agents, that arise out of or relate to Contractor's performance under this Agreement. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability under this Agreement. Contractor's indemnification obligation shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

6.2 Design Contract Services Indemnification and Reimbursement. If the Agreement is determined to be a "design Contract services agreement" and Contractor is a "design Contract" under California Civil Code Section 2782.8, then:

A. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole cost and expense), protect and hold harmless City and its elected officials, officers, employees, agents and volunteers and all other public agencies whose approval of the project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Contractor's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of Contractor, its agents, employees, or subcontractors, or arise from Contractor's negligent, reckless or willful performance of or failure to perform any term, provision, covenant or condition of this Agreement ("Indemnified Claims"), but Contractor's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness or willful misconduct of the City and its elected officials, officers, employees, agents and volunteers.

B. The Contractor shall require all non-design-Contract sub-contractors, used or sub-contracted by Contractor to perform the Services or Work required under this Agreement, to execute an Indemnification Agreement adopting the indemnity provisions in sub-section 6.1 in favor of the Indemnified Parties. In addition, Contractor shall require all non-design-Contract sub-contractors, used or sub-contracted by Contractor to perform the Services or Work required under this Agreement, to obtain insurance that is consistent with the Insurance provisions as set forth in this Agreement, as well as any other insurance that may be required by Contract Officer.

7. REPORTS AND RECORDS

7.1 Accounting Records. Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement, or as the Contract Officer shall require. Contractor acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed under this Agreement. For this reason, Contractor agrees that Contractor shall promptly notify the Contract Officer

the estimated increased or decreased cost if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the contemplated Work or Services. If Contractor is providing design services, Contractor shall promptly notify the Contract Officer the estimated increased or decreased cost for the project being designed if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the design services.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and the City shall indemnify the Contractor for all resulting damages. Contractor may retain copies of such documents for their own use. Contractor shall have an unrestricted right to use the concepts embodied in this Agreement. Contractor shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them. In the event Contractor fails to secure such assignment, Contractor shall indemnify City for all resulting damages.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Contractor in the performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Contractor shall provide City, or other agents of City, such access to Contractor's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Contractor's performance under this Agreement. Contractor shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such County, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Default of Contractor. Contractor's failure to comply with any provision of this Agreement shall constitute a default.

A. If the City Manager, or his designee, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as City may designate, to cure the default by

rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing shall limit City's right to terminate this Agreement without cause under Section 3.5.

B. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.3A, take over the work and prosecute the same to completion by contract or otherwise. The Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages). The City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided in this Agreement.

8.4 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions.

8.5 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.6 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, remedy or recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Attorney Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses. These include but are not limited to reasonable attorney fees, expert Contractor fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 **Non-liability of City Officers and Employees.** No officer or employee of the City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 **Conflict of Interest.** No officer or employee of the City shall have any direct or indirect financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects their financial interest or the financial interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested in violation of any state statute or regulation. Contractor warrants that Contractor has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 **Covenant Against Discrimination.** In connection with its performance under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 **Patent and Copyright Infringement.** To the fullest extent permissible under law, and in lieu of any other warranty by City or Contractor against patent or copyright infringement, statutory or otherwise:

A. It is agreed that Contractor shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Contractor shall pay all costs and damages finally awarded in any such suit or claim, provided that Contractor is promptly notified in writing of the suit or claim and given authority, information and assistance at Contractor's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of Contractor. However, Contractor will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Contractor when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Contractor shall have sole control of the defense of any such claim or suit and all negotiations for settlement in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Contractor's expense. Contractor shall not be obligated to indemnify City under any settlement that is made without Contractor's consent, which shall not be unreasonably withheld. If the use or sale of such item is enjoined as a result of the suit or claim, Contractor, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 **Notice.** Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person shall be in writing. All notices shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission. All notices shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, and instant

messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City: City of Palm Springs
Attention: City Manager & City Clerk
3200 E. Tahquitz Canyon Way
Palm springs, California 92262
Telephone: (760) 323-8204
Facsimile: (760) 323-8332

To Contractor: ACE Parking Management, Inc.
645 Ash Street
San Diego, CA 92101
Attention: Steve Burton
Telephone: 619-233-6624
Facsimile: 619-233-0741

10.3 Integrated Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter in this Agreement.

10.4 Amendment. No amendments or other modifications of this Agreement shall be binding unless through written agreement by all Parties.

10.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 Third Party Beneficiary. Except as may be expressly provided for in this Agreement, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party to this Agreement.

10.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth in this Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing, (iii) by so executing this Agreement, the Party for which he or she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he or she is signing is bound.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates stated below.
"CITY"
City of Palm Springs

Date: _____

By: _____
David H. Ready
City Manager

APPROVED AS TO FORM:

ATTEST

By: _____
Douglas C. Holland,
City Attorney

By: _____
James Thompson,
City Clerk

APPROVED BY CITY COUNCIL:

Date: _____ Agreement No. _____

Corporations require two notarized signatures. One signature must be from Chairman of Board, President, or any Vice President. The second signature must be from the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.

CONTRACTOR NAME:

ACE Parking Management Inc.

Check one Individual Partnership Corporation

645 Ash Street

San Diego, CA 92101 Address

By _____
Signature (Notarized)

By _____
Signature (Notarized)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of _____ }

On _____ before me, _____
Date Here Insert Name and Title of the Officer
 personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature _____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

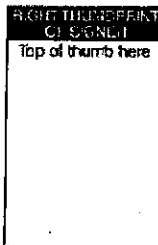
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

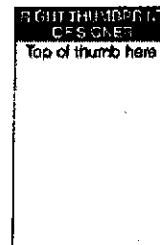
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

EXHIBIT "A"

SCOPE OF SERVICES

Generally, the scope of work consists of, but is not limited to, the enforcement of the City's downtown and uptown on-street parking and parking lot as more fully described below. It is important to note that *the services do NOT include the Parking Citation Processing and Collecting services, as the City shall contract separately for those services.*

Please note that sub-contracting is NOT permitted under this contract.

The City is contemplating a contract with an initial five (5) year term, with the option for the City to renew for up to two (2) additional terms of two (2) years each. Any renewal is at the sole discretion of the City Manager.

Contractor's Responsibilities: Enforce the City's downtown, on-street and parking lot parking program. Please note that this program may be modified at the discretion of the City Manager or the City Manager's designee at any time.

Contractor shall provide three (3) qualified, trained personnel who will work a minimum of 89 hours per week: one (1) full-time Onsite Supervisor/Parking Control Officer(PCO) who will work 9 a.m. until 6 p.m.(40 hours); one (1) part-time PCO to work the 11:30 a.m. until 8:30 p.m. shifts Friday through Sunday (24 hours); and one (1) part-time PCO to work 3:30 p.m. until 8:30 p.m. Monday through Friday or as needed (25 hours), for a total of 89 hours. These hours and schedule may increase or decrease based on the City's needs. Each eight (8) hour shift will be given a meal break of one (1) hour.

Contractor shall provide personnel who are of good health and are able to tolerate extreme summer temperatures. Health requirements must be substantiated by providing a health certificate that includes a medical exam and an eye exam provided by a Licensed Medical Doctor in the State of California.

Parking Enforcement Regular Duty:

Contractor shall enforce all parking related ordinances, statutes, and codes as required and where required by the City Manager or the City Manager's designee. Typical violations enforced include but are not limited to:

- All legally designated handicapped parking areas, on and off street
- All "time-restricted" on-street parking
- All "No Parking Anytime" areas
- Vehicles parked on sidewalks
- Vehicles parked too close to fire hydrants, driveways, stop signs, intersections, or crosswalks
- Vehicles parked facing the wrong way
- Green, yellow, white, and red zone restricted parking
- Improper parking

Additional Duties:

- Enforcement during City sponsored and community events
- Respond to resident's complaints and report any unlawful act or any condition or deficiency which may pose a hazard or danger to the general public
- Report parking issues, vandalism, graffiti, sign and curb marking deficiencies or conflicts
- Participate in any hearing process or subsequent process involving a contested or challenged parking citation or incidents involving assigned officers
- Monthly summary of activities showing total work hours, time sheets, patrol and non-patrol (time spent at hearings, training etc.)

Enforcement Times: Contractor will perform enforcement duties Monday through Sunday 12:00 p.m. to 8:00 p.m., with a minimum of 89 hours per week. Some holidays are excluded. Please note that these hours and schedule may be modified by the City Manager or the City Manager's designee at any time with written notice to Contractor.

Patrol Routes: Contractor's PCOs shall patrol areas in accordance with the patrol plan developed and approved by the City's Contract Administrator. This patrol plan includes, but is not limited to, the established street route, all Palm Springs "Free Parking" lots and downtown parking structure, and one (1) time-limit parking lot. On occasion the City is requested to have a PCO patrol privately owned shopping center parking lots for recurring violations on an as-needed basis. These requests will require modification to the daily patrol plan and will be determined by the Contract Administrator. The patrol plan/route and list of private parking lots is included herein for reference (see below).

Chalk and patrol times will be logged in a Daily Activity Report (DAR) and turned in at the end of each work day to the Contract Administrator (sample included herein, see below). The City reserves the right to require modification of the patrol plan from time to time as appropriate.

Onsite Supervisor: Contractor shall provide an Onsite Supervisor for day-to-day operations and who will also act as a PCO. Supervisor will provide reports as needed, respond to complaints, training needs, will track working hours, and supervise the contract personnel. Any disciplinary action will be the responsibility of Onsite Supervisor and Contractor. The Onsite Supervisor shall meet with the Contract Administrator or designee weekly to discuss any complaints or violations of the Performance Standards that may be reported by the public or observed by the City.

Complaints to the City regarding contract employees: Contractor's assigned Onsite Supervisor shall investigate and report any complaints regarding their employees received from the public or the City within 24 hours of the report. The City shall reserve the right to contact the reporting party and Contractor employee as needed to resolve the complaint to the City's satisfaction, with the understanding that unprofessional or discourteous treatment of the public will not be tolerated.

City's Rights: City reserves the right to establish, modify, add or delete enforcement areas, routes, and hours of enforcement. City further reserves the right to approve or deny Contractor's personnel. The City retains the right to review and direct modification of any Contract employee training program. The City's rights under this provision may be exercised by the City Manager or the City Manager's designee.

PARKING ENFORCEMENT EQUIPMENT, SERVICES AND SUPPLIES TO BE PROVIDED BY CONTRACTOR:

Parking Enforcement Uniforms:

- All personnel shall wear uniforms while on duty.
- Contractor shall be responsible for providing personnel with proper, complete, and acceptable uniforms.
- Uniform shall include a name badge or tag. Uniforms and identifying badges shall be distinct enough from those used by Peace Officers or other sworn personnel so that the general public will not mistake parking enforcement personnel for Peace Officers.
- Contractor shall not issue any uniform or identifying badge without the prior written approval by the City.
- Contract employees will not be allowed to work unless attired in complete approved uniform.
- Contractor shall provide uniforms for each contract employee at no expense to the employee, except in cases of negligence or abuse of the uniform by the contract employee.
- Uniforms should include shirts, pants, shorts, jacket, raincoat, and baseball-style hat.

Equipment and Supplies:

Contractor must provide all necessary equipment and supplies for the purpose of parking enforcement services, including safety equipment (reflective vests), chalk, chalking sticks, tape-measures, flashlights and batteries.

Vehicles:

Contractor shall provide a minimum of two (2) of the GEM eS 2-passenger Electric Parking enforcement vehicles with a short back bed, white in color, with markings identifying them as "City of Palm Springs, Parking Enforcement" with flashing light bar and reflective stickers indicating a "slow moving" vehicle. Vehicle logo design must be approved by the City. Vehicles must have a locked or secured storage compartment area for supplies. Vehicles are to be used exclusively for parking enforcement services only as required by this contract and are not to be used for any other purpose, including the personal business by any employee, supervisor or principal, or for any other business activity of the Contractor. Vehicles must be maintained by the Contractor, and kept in good, safe operating condition and in a professional appearance by the Contractor.

Contractor shall bear all expenses associated with vehicle repair, maintenance and insurance. Vehicles that are damaged or disabled while in service for the City of Palm Springs shall be replaced with an operable vehicle within four (4) hours. Replacement or repair of damages will be the responsibility of the Contractor.

Contractor shall be responsible for parking and securing all patrol vehicles at the City Yard Facility, located at 425 South Civic Drive in Palm Springs, when not in use. The Contractor shall be financially responsible for damaged, lost or stolen equipment provided by the City (including radio equipment, emergency equipment, etc.). The Contractor shall prepare and maintain a complete, detailed, accurate, and current inventory of all equipment and supplies provided by the City for use by the Contractor.

PERFORMANCE STANDARDS FOR PARKING ENFORCEMENT SERVICES:

Contractor will be responsible for adhering to the City's Parking Enforcement Standards listed below:

Operations Methodology: The City strongly believes in customer service, and expects Contractor and Contractor's personnel to treat the public in a polite, helpful, and professional manner at all times. Enforcement action is to be carried out in a uniform and fair manner. Contractor shall not directly or indirectly give any preferential treatment to any person or entity in the performance of their enforcement duties.

Patrol City Streets: Contractor shall effectively patrol City streets and take appropriate action (i.e., cite vehicles in violation of parking regulations, report potential abandoned vehicles or vehicles creating unsafe conditions, record date and time of the patrol, etc.).

Voided Parking Citations: Any citation deemed inappropriate during or immediately following issuance can be voided by the Parking Control Officer (PCO) who issued the parking citation, provided the PCO issues a corrected citation. If the PCO determines that the parking citation should be voided due to an error on the PCO's part and a corrected citation will not be issued, the PCO shall document and record this action. Voided parking citations will be recorded and monitored via the citation database. *Citation Processing Services are NOT part of the scope of work for this contract, as the City shall contract for those services separately.*

Acceptable Time Gaps between Parking Citations: All PCOs are expected to patrol and issue appropriate citations as necessary during their shifts. A PCO must account for all time and streets patrolled during each shift by producing a valid Daily Activity Report (DAR). All PCOs will begin patrol activities no later than thirty (30) minutes after the start of shift and thirty minutes before end of shift. (Note: 30 minutes is adequate time to obtain Auto-Cite from City Hall, drive to Fleet Services at the City Yard to obtain keys and get a vehicle. The same applies for the evening to return Auto-Cite and vehicle to the secure location at the City Yard).

DOWNTOWN P.C.O. PATROL ROUTE PLAN:

BEGIN CHALKING on **Tahquitz Canyon Way** at Calle Encillia, heading west to Belardo Road, make a U-turn and continue chalking Tahquitz Canyon heading east to Calle El Segundo.
(Log time)

(not chalking)* Turn right on Calle El Segundo heading south to Ramon Road. Turn right onto Ramon and continue to Indian Canyon Way. Turn right onto Indian Canyon Way.

BEGIN CHALKING on East side of **S Indian Canyon (E)** heading north to Avenida Grand Via Valmonte
(Log time)

(not chalking)* Turn left onto Avenida Grand Via Valmonte , go to N Palm Canyon and turn right.

BEGIN CHALKING on the East side of **N Palm Canyon (E)** heading north to Via Lola
(Log time)

Turn left onto Via Lola

BEGIN CHALKING on **Via Lola** heading west to the end of the street, make a U-turn and continue chalking Via Lola heading east back to N Palm Canyon.

(Log time)

Turn right onto North Palm Canyon Dr.

BEGIN CHALKING on the West side of **N Palm Canyon (W)** heading south to Alejo.
(Log time)

Turn right onto Alejo

BEGIN CHALKING on **Alejo Road** heading west. Enter and Patrol the City of Palms Springs Free Unlimited Parking Lot on Alejo Road at the corner of Belardo Rd.

Leaving parking lot, turn left onto Alejo and continue chalking Alejo heading east to Palm Canyon.
(Log time)

Turn right onto Palm Canyon Dr. and move into the far left lane

BEGIN CHALKING on East side of **Palm Canyon (E)** to Baristo Rd
(Log time)

(not chalking)* Continue on Palm Canyon, turn left onto Ramon Road, and turn left onto Indian Canyon Way

BEGIN CHALKING on the left (west) side of **S Indian Canyon (W)** heading north to Baristo Road
(Log time)

Turn left onto Baristo Road

Enter and Patrol City of Palm Springs Free "Downtown Parking" Garage Structure on Baristo Road and exit the structure where you came in on Baristo and turn right.

BEGIN CHALKING on **Baristo** heading west to Belardo, make a U-turn and continue chalking Baristo back to Indian Canyon Way.
(Log time)

Turn left onto Indian Canyon Way

BEGIN CHALKING on the left side of **S Indian Canyon Way (W)** heading north to Arenas Rd.
(Log time)

Turn left onto Arenas Rd

BEGIN CHALKING on **Arenas Rd** heading west to Belardo, make a U-turn and continue chalking Arenas Rd back to Indian Canyon Way
(Log time)

Enter and Patrol City of Palm Springs Free Parking Lot on Arenas Road at Indian Canyon Dr. behind "LuLu's" restaurant
(Log time)

Exit the parking lot and turn left onto Indian Canyon Way

BEGIN CHALKING on the west (left) side of **Indian Canyon (W)** to just past Andreas Road, then turn left and enter and Patrol the "Henry Frank" parking lot.
(Log time)

Exit the parking lot and turn left onto Indian Canyon

CONTINUE CHALKING on the west (left) side of **Indian Canyon (W)** to Amado Rd.
(Log time)

Turn left onto Amado Road

BEGIN CHALKING on **Amado Rd** heading west to Belardo, make a U-turn continuing to chalk Amado Rd back to Indian Canyon Way.
(Log time)

Turn left on Indian Canyon Way heading north to Alejo. Turning left onto Alejo and left again onto Palm Canyon Dr., move to the right lane.

BEGIN CHALKING on the West side of **Palm Canyon (W)** heading south to Baristo Rd
(Log time)

(not chalking)* Continue on Palm Canyon to Ramon Rd. Turn right on Ramon then turn right again onto Belardo Rd. Proceed to, and cross, Baristo Rd and then turn right and enter and Patrol the City of Palm Springs Free Unlimited Parking Lot at the "Vineyard".
(Log time)

Leaving parking lot, turn right onto Belardo and proceed to, and cross, Arenas Rd. Turn right and enter the "Mercado Shopping Center" 3-Hour Time Limit Parking Lot.

BEGIN CHALKING the "Mercado Shopping Center" 3-Hour Time Limit Parking Lot
(Log time)

When leaving the Mercado parking lot turn right onto Belardo and at Tahquitz Canyon make a quick right and then left turn into the City of Palm Springs "Downtown Revitalization Project" Free Unlimited Parking Lot and patrol. *(this lot is currently surrounded by major construction)*
(Log time)

(not chalking)* Leave the parking lot at the back (west) exit, turn right onto Museum Drive and continue around until Museum Dr. becomes Belardo Road again. Continue past Amado Rd intersection and past the Amado Center, then turn right into the City of Palm Springs Free Unlimited Parking behind the "Azul" and "Blue Coyote" restaurants and Patrol the lot and exit the way you came in.

(not chalking)* Turn right onto Belardo Rd and continue to Alejo Rd. Turn right on Alejo Road to Indian Canyon and turn left. Go north on Indian Canyon until you get to Tachevah Dr. , then turn right on Tachevah Dr. and then turn left on Miraleste.

BEGIN CHALKING on the west bound side of Miraleste and end chalking at Tachevah Dr.

(Log time)

This concludes your route.

The PCO will at this point look at his or her watch to determine if three (3) hours have passed. If not, the PCO may review the route for other parking violations such as color zones or handicapped violations, etc. If three hours have passed since starting the first chalking rotation, then the PCO returns to the beginning of the patrol route and observes if any of the vehicles parked are in violation by the chalk mark put on the tire and writes a citation. Once completing all citations for the route, the PCO then goes back to the beginning of the route and starts the chalking / patrol again. This cycle is typically repeated three times per day.

Note that the South (front) and East parking lots at City Hall are to be patrolled once per day on Friday, Saturday, and Sunday only. (City Hall is open Monday thru Thursday).

DAILY ACTIVITY REPORT

Date: _____ Start Time: _____ End Time: _____

Beginning Mileage: _____ Ending Mileage: _____ Gallons: _____

CHALK / PATROL TIMES: Chalk times = Streets & Patrol times = Parking Lots

	1 st Time	2 nd Time	3 rd Time
Tahquitz Cyn Way	_____	_____	_____
S Indian Cyn (E)	_____	_____	_____
N Palm Cyn (E)	_____	_____	_____
Via Lola	_____	_____	_____
N Palm Cyn (W)	_____	_____	_____
Alejo Road	_____	_____	_____
Alejo Parking Lot	_____	_____	_____
Palm Cyn (E)	_____	_____	_____
S Indian Cyn (W)	_____	_____	_____
Baristo/Parking Structure	_____	_____	_____
Baristo Road	_____	_____	_____
S Indian Cyn (W)	_____	_____	_____
Arenas Road	_____	_____	_____
Arenas/LuLu's Parking Lot	_____	_____	_____
Indian Cyn (W)	_____	_____	_____
Henry Frank Parking Lot	_____	_____	_____
N Indian Cyn (W)	_____	_____	_____
Amado Road	_____	_____	_____
Palm Cyn (W)	_____	_____	_____
Vineyard Parking Lot	_____	_____	_____
Mercado Parking Lot (chalk*)	_____	_____	_____
DRP Parking Lot	_____	_____	_____
Azul/Blue Coyote Parking Lot	_____	_____	_____
City Hall Parking lots*	_____	n/a	n/a

(*The south (front) and east lots are patrolled once per day on Friday, Saturday, and Sunday only)

Shopping Center Parking Lots:

Privately owned shopping center parking lots that may be patrolled on an as-needed basis by request only.

Walmart Shopping Center (Ramon Road at Crossley)
Gene Autry Plaza (Ramon Road at Gene Autry, south side)
The Springs Shopping Center (Ramon Road at Gene Autry, north side)
Regal Theaters (Alvarado at Tahquitz Canyon Way)
Steinmart (S. Palm Canyon at Morongo Road)
Smoke Tree Commons (E. Palm Canyon at Barona)
Smoke Tree Plaza (Palm Canyon at Sunrise Way)
Fresh-N- Easy (Sunrise Way at Tahquitz Canyon Way)
Desert Regional Medical Center (Indian Canyon Dr. at Paseo El Mirador)

EXHIBIT "B"

CITY'S REQUEST FOR PROPOSALS

**CITY OF PALM SPRINGS, CA
NOTICE INVITING PROPOSALS FOR RFP #04-14
PARKING ENFORCEMENT SERVICES**

NOTICE IS HEREBY GIVEN that the City of Palm Springs is requesting proposals from highly motivated and qualified firms to provide the City with parking enforcement services under a multi-year contract.

PROJECT LOCATION: Primarily the downtown and uptown districts of the City of Palm Springs, CA.

SCOPE OF SERVICES: The scope of work will consist of enforcing the City's downtown, on-street and parking lot parking program.

OBTAINING RFP DOCUMENTS AND ADDENDA: The RFP document may be downloaded via the internet at www.palmspringsca.gov (go to Departments, Procurement, Open Bids & Proposals), or by calling the Office of Procurement and Contracting, (760) 322-8373. Upon downloading the RFP via the internet, contact Cheryl Martin, Procurement Specialist I, via email at Cheryl.Martin@palmspringsca.gov to register as a firm interested in this project. Failure to register may result in not receiving addenda to the RFP.

EVALUATION OF PROPOSALS AND AWARD OF CONTRACT: This solicitation has been developed in the Request for Proposals (RFP) format. Accordingly, firms should take note that multiple factors as identified in the RFP will be considered by the Evaluation Committee to determine which proposal best meets the requirements set forth in the RFP document. **PRICE ALONE WILL NOT BE THE SOLE DETERMINING CRITERIA.** The City reserves the right to negotiate the terms and conditions of any resulting contract. Final contract award, if any, will be made by the Palm Springs City Council. The selected firm will be required to comply with all insurance and license requirements of the City.

DEADLINE: All proposals must be received in the Procurement and Contracting Office, 3200 E. Tahquitz Canyon Way, Palm Springs, CA, 92262 by **3:00 P.M., LOCAL TIME, WEDNESDAY, SEPTEMBER 4, 2013.** The receiving time in the Procurement Office will be the governing time for acceptability of Proposals. Telegraphic and telephonic Proposals will not be accepted. Reference the RFP document for additional dates and deadlines. Late proposals will not be accepted and shall be returned unopened.

PROPOSALS TO REMAIN OPEN: The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.

Craig L. Gladders, C.P.M.
Procurement and Contracting Manager
July 31, 2013



**CITY OF PALM SPRINGS, CA
REQUEST FOR PROPOSALS (RFP) #04-14
PARKING ENFORCEMENT SERVICES**

Requests for Proposals (RFP #04-14), for parking enforcement services for the City of Palm Springs, CA, (hereinafter the "RFP") will be received at the Office of Procurement & Contracting, 3200 East Tahquitz Canyon Way, Palm Springs, California, until **3:00 P.M. LOCAL TIME, WEDNESDAY, SEPTEMBER 4, 2013**. It is the responsibility of the respondent to see that any proposal sent through the mail, or by any other delivery method, shall have sufficient time to be received by this specified date and time. The receiving time in the Procurement Office will be the governing time for acceptability of proposals. Telegraphic, telephonic, faxed or emailed proposals will not be accepted. Late proposals will be returned unopened. Failure to register as a Proposer to this RFP process per the instructions in the Notice Inviting Requests for Proposals (under "Obtaining RFP Documents") may result in not receiving Addenda or other important information pertaining to this process. Failure to acknowledge Addenda may render a proposal as being non-responsive. We strongly advise that interested firms officially register per the instructions.

1. PURPOSE AND SCHEDULE: The City of Palm Springs is requesting proposals from qualified firms to provide the City with enforcing the City's downtown, on-street and parking lot parking program, as more fully set-forth in the Scope of Services contained herein.

SCHEDULE:

Notice requesting Proposals posted and issued July 31, 2013
Deadline for receipt of Questions Thursday, August 22, 2013, 12:00 P.M.
Deadline for receipt of Proposals Wednesday, September 4, 2013, 3:00 P.M.
Short List / Interviews/, **if desired by City* to be determined
Contract awarded by City Council to be determined

NOTE: There will NOT be a pre-proposal conference for this procurement. *Dates above are subject to change.

"KEY" TO RFP ATTACHMENTS:

ATTACHMENT "A"- Signature Authorization Form, including Addenda acknowledgment. *Must be completed and included with Technical Proposal envelope.

ATTACHMENT "B" – Non Collusion Affidavit Form. *Must be completed and included with Technical Proposal envelope.

ATTACHMENT "C" – Cost Proposal Form. *Must be completed and included in a separately sealed envelope – do NOT include this with your Technical Proposal.

ATTACHMENT "D" – Sample boilerplate Contract Services Agreement (for reference only)

2. BACKGROUND: The City of Palm Springs, CA is located in the Coachella Valley in the Southern California desert approximately 120 miles east of Los Angeles. With a year round population of approximately 45,000 residents, the City is a popular resort destination during the winter and spring months, filling our local hotels and businesses with visitors from all over the world. The City has a core downtown and uptown shopping and entertainment district which requires the enforcement of the on-street and parking lot parking program by a qualified parking enforcement company. The City does not utilize City Police Patrol officers to enforce the parking program.

The firm awarded the contract and all of its personnel will have demonstrated an exceptional familiarity with parking enforcement statutes, laws, ordinances, policies, parking program technologies, as well as citation, towing and hearing procedures. As tourism is the driving force of the Palm Springs economy, the selected firm, and all of its personnel, must have a documented and superior understanding of public relations, customer service practices and conflict mitigation techniques. The City requires enforcement services be provided in a courteous, professional manner that facilitates positive relationships with the City's residential and business communities and with the many visitors that come to enjoy the City of Palm Springs.

3. SCOPE OF SERVICES:

Generally, the scope of work consists of, but is not limited to, the enforcement of the City's downtown and uptown on-street parking and parking lot as more fully described below. It is important to note that *the services do NOT include the Parking Citation Processing and Collecting services, as the City shall contract separately for those services.*

Please note that sub-contracting is NOT permitted under this contract.

The City is contemplating a contract with an initial five (5) year term, with the option for the City to renew for up to two (2) additional terms of two (2) years each. Any renewal is at the sole discretion of the City Manager.

Contractor's Responsibilities: Enforce the City's downtown, on-street and parking lot parking program. Please note that this program may be modified at the discretion of the City Manager or the City Manager's designee at any time.

Contractor shall provide three (3) qualified, trained personnel who will work a minimum of 89 hours per week: one (1) full-time Onsite Supervisor/Parking Control Officer(PCO) who will work 9 a.m. until 6 p.m.(40 hours); one (1) part-time PCO to work the 11:30 a.m. until 8:30 p.m. shifts Friday through Sunday (24 hours); and one (1) part-time PCO to work 3:30 p.m. until 8:30 p.m. Monday through Friday or as needed (25 hours), for a total of 89 hours. These hours and schedule may increase or decrease based on the City's needs. Each eight (8) hour shift will be given a meal break of one (1) hour.

Contractor shall provide personnel who are of good health and are able to tolerate extreme summer temperatures. Health requirements must be substantiated by providing a health certificate that includes a medical exam and an eye exam provided by a Licensed Medical Doctor in the State of California.

Parking Enforcement Regular Duty:

Contractor shall enforce all parking related ordinances, statutes, and codes as required and where required by the City Manager or the City Manager's designee. Typical violations enforced include but are not limited to:

- All legally designated handicapped parking areas, on and off street
- All "time-restricted" on-street parking
- All "No Parking Anytime" areas
- Vehicles parked on sidewalks
- Vehicles parked too close to fire hydrants, driveways, stop signs, intersections, or crosswalks
- Vehicles parked facing the wrong way
- Green, yellow, white, and red zone restricted parking
- Improper parking

Additional Duties:

- Enforcement during City sponsored and community events
- Respond to resident's complaints and report any unlawful act or any condition or deficiency which may pose a hazard or danger to the general public
- Report parking issues, vandalism, graffiti, sign and curb marking deficiencies or conflicts
- Participate in any hearing process or subsequent process involving a contested or challenged parking citation or incidents involving assigned officers
- Monthly summary of activities showing total work hours, time sheets, patrol and non-patrol (time spent at hearings, training etc.)

Enforcement Times: Contractor will perform enforcement duties Monday through Sunday 12:00 p.m. to 8:00 p.m., with a minimum of 89 hours per week. Some holidays are excluded. Please note that these hours and schedule may be modified by the City Manager or the City Manager's designee at any time with written notice to Contractor.

Patrol Routes: Contractor's PCOs shall patrol areas in accordance with the patrol plan developed and approved by the City's Contract Administrator. This patrol plan includes, but is not limited to, the established street route, all Palm Springs "Free Parking" lots and downtown parking structure, and one (1) time-limit parking lot. On occasion the City is requested to have a PCO patrol privately owned shopping center parking lots for recurring violations on an as-needed basis. These requests will require modification to the daily patrol plan and will be determined by the Contract Administrator. The patrol plan/route and list of private parking lots is included herein for reference (see below).

Chalk and patrol times will be logged in a Daily Activity Report (DAR) and turned in at the end of each work day to the Contract Administrator (sample included herein, see below). The City reserves the right to require modification of the patrol plan from time to time as appropriate.

Onsite Supervisor: Contractor shall provide an Onsite Supervisor for day-to-day operations and who will also act as a PCO. Supervisor will provide reports as needed, respond to complaints, training needs, will track working hours, and supervise the contract personnel. Any disciplinary action will be the responsibility of Onsite Supervisor and Contractor. The Onsite Supervisor shall meet with the Contract Administrator or designee weekly to discuss any

complaints or violations of the Performance Standards that may be reported by the public or observed by the City.

Complaints to the City regarding contract employees: Contractor's assigned Onsite Supervisor shall investigate and report any complaints regarding their employees received from the public or the City within 24 hours of the report. The City shall reserve the right to contact the reporting party and Contractor employee as needed to resolve the complaint to the City's satisfaction, with the understanding that unprofessional or discourteous treatment of the public will not be tolerated.

City's Rights: City reserves the right to establish, modify, add or delete enforcement areas, routes, and hours of enforcement. City further reserves the right to approve or deny Contractor's personnel. The City retains the right to review and direct modification of any Contract employee training program. The City's rights under this provision may be exercised by the City Manager or the City Manager's designee.

PARKING ENFORCEMENT EQUIPMENT, SERVICES AND SUPPLIES TO BE PROVIDED BY CONTRACTOR:

Parking Enforcement Uniforms:

- All personnel shall wear uniforms while on duty.
- Contractor shall be responsible for providing personnel with proper, complete, and acceptable uniforms.
- Uniform shall include a name badge or tag. Uniforms and identifying badges shall be distinct enough from those used by Peace Officers or other sworn personnel so that the general public will not mistake parking enforcement personnel for Peace Officers.
- Contractor shall not issue any uniform or identifying badge without the prior written approval by the City.
- Contract employees will not be allowed to work unless attired in complete approved uniform.
- Contractor shall provide uniforms for each contract employee at no expense to the employee, except in cases of negligence or abuse of the uniform by the contract employee.
- Uniforms should include shirts, pants, shorts, jacket, raincoat, and baseball-style hat.

Equipment and Supplies:

Contractor must provide all necessary equipment and supplies for the purpose of parking enforcement services, including safety equipment (reflective vests), chalk, chalking sticks, tape-measures, flashlights and batteries.

Vehicles:

Contractor shall provide a minimum of two (2) **alternative fuel** parking enforcement vehicles, white in color, with markings identifying them as "City of Palm Springs, Parking Enforcement" with flashing light bar and reflective stickers indicating a "slow moving" vehicle. Vehicle logo design must be approved by the City. Vehicles must have a locked or secured storage compartment area for supplies. Vehicles are to be used exclusively for parking enforcement services only as required by this contract and are not to be used for any other purpose, including the personal business by any employee, supervisor or principal, or for any other

business activity of the Contractor. Vehicles must be maintained by the Contractor, and kept in good, safe operating condition and in a professional appearance by the Contractor.

Contractor shall bear all expenses associated with vehicle repair, maintenance and insurance. Vehicles that are damaged or disabled while in service for the City of Palm Springs shall be replaced with an operable vehicle within four (4) hours. Replacement or repair of damages will be the responsibility of the Contractor.

Contractor shall be responsible for parking and securing all patrol vehicles at the City Yard Facility, located at 425 South Civic Drive in Palm Springs, when not in use. The Contractor shall be financially responsible for damaged, lost or stolen equipment provided by the City (including radio equipment, emergency equipment, etc.). The Contractor shall prepare and maintain a complete, detailed, accurate, and current inventory of all equipment and supplies provided by the City for use by the Contractor.

PERFORMANCE STANDARDS FOR PARKING ENFORCEMENT SERVICES:

Contractor will be responsible for adhering to the City's Parking Enforcement Standards listed below:

Operations Methodology: The City strongly believes in customer service, and expects Contractor and Contractor's personnel to treat the public in a polite, helpful, and professional manner at all times. Enforcement action is to be carried out in a uniform and fair manner. Contractor shall not directly or indirectly give any preferential treatment to any person or entity in the performance of their enforcement duties.

Patrol City Streets: Contractor shall effectively patrol City streets and take appropriate action (i.e., cite vehicles in violation of parking regulations, report potential abandoned vehicles or vehicles creating unsafe conditions, record date and time of the patrol, etc.).

Voided Parking Citations: Any citation deemed inappropriate during or immediately following issuance can be voided by the Parking Control Officer (PCO) who issued the parking citation, provided the PCO issues a corrected citation. If the PCO determines that the parking citation should be voided due to an error on the PCO's part and a corrected citation will not be issued, the PCO shall document and record this action. Voided parking citations will be recorded and monitored via the citation database. *Citation Processing Services are NOT part of the scope of work for this contract, as the City shall contract for those services separately.*

Acceptable Time Gaps between Parking Citations: All PCOs are expected to patrol and issue appropriate citations as necessary during their shifts. A PCO must account for all time and streets patrolled during each shift by producing a valid Daily Activity Report (DAR). All PCOs will begin patrol activities no later than thirty (30) minutes after the start of shift and thirty minutes before end of shift. (Note: 30 minutes is adequate time to obtain Auto-Cite from City Hall, drive to Fleet Services at the City Yard to obtain keys and get a vehicle. The same applies for the evening to return Auto-Cite and vehicle to the secure location at the City Yard).

DOWNTOWN P.C.O. PATROL ROUTE PLAN:

BEGIN CHALKING on **Tahquitz Canyon Way** at Calle Encillia, heading west to Belardo Road, make a U-turn and continue chalking Tahquitz Canyon heading east to Calle El Segundo.
(Log time)

(not chalking)* Turn right on Calle El Segundo heading south to Ramon Road. Turn right onto Ramon and continue to Indian Canyon Way. Turn right onto Indian Canyon Way.

BEGIN CHALKING on East side of **S Indian Canyon (E)** heading north to Avenida Grand Via Valmonte
(Log time)

(not chalking)* Turn left onto Avenida Grand Via Valmonte , go to N Palm Canyon and turn right.

BEGIN CHALKING on the East side of **N Palm Canyon (E)** heading north to Via Lola
(Log time)

Turn left onto Via Lola

BEGIN CHALKING on **Via Lola** heading west to the end of the street, make a U-turn and continue chalking Via Lola heading east back to N Palm Canyon.
(Log time)

Turn right onto North Palm Canyon Dr.

BEGIN CHALKING on the West side of **N Palm Canyon (W)** heading south to Alejo.
(Log time)

Turn right onto Alejo

BEGIN CHALKING on **Alejo Road** heading west. Enter and Patrol the City of Palms Springs Free Unlimited Parking Lot on Alejo Road at the corner of Belardo Rd.

Leaving parking lot, turn left onto Alejo and continue chalking Alejo heading east to Palm Canyon.
(Log time)

Turn right onto Palm Canyon Dr. and move into the far left lane

BEGIN CHALKING on East side of **Palm Canyon (E)** to Baristo Rd
(Log time)

(not chalking)* Continue on Palm Canyon, turn left onto Ramon Road, and turn left onto Indian Canyon Way

BEGIN CHALKING on the left (west) side of **S Indian Canyon (W)** heading north to Baristo Road
(Log time)

Turn left onto Baristo Road

Enter and Patrol City of Palm Springs Free "Downtown Parking" Garage Structure on Baristo Road and exit the structure where you came in on Baristo and turn right.

BEGIN CHALKING on **Baristo** heading west to Belardo, make a U-turn and continue chalking Baristo back to Indian Canyon Way.
(Log time)

Turn left onto Indian Canyon Way

BEGIN CHALKING on the left side of **S Indian Canyon Way (W)** heading north to Arenas Rd.
(Log time)

Turn left onto Arenas Rd

BEGIN CHALKING on **Arenas Rd** heading west to Belardo, make a U-turn and continue chalking Arenas Rd back to Indian Canyon Way
(Log time)

Enter and Patrol City of Palm Springs Free Parking Lot on Arenas Road at Indian Canyon Dr. behind "LuLu's" restaurant
(Log time)

Exit the parking lot and turn left onto Indian Canyon Way

BEGIN CHALKING on the west (left) side of **Indian Canyon (W)** to just past Andreas Road, then turn left and enter and Patrol the "Henry Frank" parking lot.
(Log time)

Exit the parking lot and turn left onto Indian Canyon

CONTINUE CHALKING on the west (left) side of **Indian Canyon (W)** to Amado Rd.
(Log time)

Turn left onto Amado Road

BEGIN CHALKING on **Amado Rd** heading west to Belardo, make a U-turn continuing to chalk Amado Rd back to Indian Canyon Way.
(Log time)

Turn left on Indian Canyon Way heading north to Alejo. Turning left onto Alejo and left again onto Palm Canyon Dr., move to the right lane.

BEGIN CHALKING on the West side of **Palm Canyon (W)** heading south to Baristo Rd
(Log time)

(not chalking)* Continue on Palm Canyon to Ramon Rd. Turn right on Ramon then turn right again onto Belardo Rd. Proceed to, and cross, Baristo Rd and then turn right and enter and Patrol the City of Palm Springs Free Unlimited Parking Lot at the "Vineyard".
(Log time)

Leaving parking lot, turn right onto Belardo and proceed to, and cross, Arenas Rd. Turn right and enter the "Mercado Shopping Center" 3-Hour Time Limit Parking Lot.

BEGIN CHALKING the "Mercado Shopping Center" 3-Hour Time Limit Parking Lot

(Log time)

When leaving the Mercado parking lot turn right onto Belardo and at Tahquitz Canyon make a quick right and then left turn into the City of Palm Springs "Downtown Revitalization Project" Free Unlimited Parking Lot and patrol. *(this lot is currently surrounded by major construction)*
(Log time)

(not chalking)* Leave the parking lot at the back (west) exit, turn right onto Museum Drive and continue around until Museum Dr. becomes Belardo Road again. Continue past Amado Rd intersection and past the Amado Center, then turn right into the City of Palm Springs Free Unlimited Parking behind the "Azul" and "Blue Coyote" restaurants and Patrol the lot and exit the way you came in.

(not chalking)* Turn right onto Belardo Rd and continue to Alejo Rd. Turn right on Alejo Road to Indian Canyon and turn left. Go north on Indian Canyon until you get to Tachevah Dr. , then turn right on Tachevah Dr. and then turn left on Miraleste.

BEGIN CHALKING on the west bound side of Miraleste and end chalking at Tachevah Dr.
(Log time)

This concludes your route.

The PCO will at this point look at his or her watch to determine if three (3) hours have passed. If not, the PCO may review the route for other parking violations such as color zones or handicapped violations, etc. If three hours have passed since starting the first chalking rotation, then the PCO returns to the beginning of the patrol route and observes if any of the vehicles parked are in violation by the chalk mark put on the tire and writes a citation. Once completing all citations for the route, the PCO then goes back to the beginning of the route and starts the chalking / patrol again. This cycle is typically repeated three times per day.

Note that the South (front) and East parking lots at City Hall are to be patrolled once per day on Friday, Saturday, and Sunday only. (City Hall is open Monday thru Thursday).

DAILY ACTIVITY REPORT

Date: _____ Start Time: _____ End Time: _____

Beginning Mileage: _____ Ending Mileage: _____ Gallons: _____

CHALK / PATROL TIMES: Chalk times = Streets & Patrol times = Parking Lots

	1 st Time	2 nd Time	3 rd Time
Tahquitz Cyn Way	_____	_____	_____
S Indian Cyn (E)	_____	_____	_____
N Palm Cyn (E)	_____	_____	_____
Via Lola	_____	_____	_____
N Palm Cyn (W)	_____	_____	_____
Alejo Road	_____	_____	_____
Alejo Parking Lot	_____	_____	_____
Palm Cyn (E)	_____	_____	_____
S Indian Cyn (W)	_____	_____	_____
Baristo/Parking Structure	_____	_____	_____
Baristo Road	_____	_____	_____
S Indian Cyn (W)	_____	_____	_____
Arenas Road	_____	_____	_____
Arenas/LuLu's Parking Lot	_____	_____	_____
Indian Cyn (W)	_____	_____	_____
Henry Frank Parking Lot	_____	_____	_____
N Indian Cyn (W)	_____	_____	_____
Amado Road	_____	_____	_____
Palm Cyn (W)	_____	_____	_____
Vineyard Parking Lot	_____	_____	_____
Mercado Parking Lot (chalk*)	_____	_____	_____
DRP Parking Lot	_____	_____	_____
Azul/Blue Coyote Parking Lot	_____	_____	_____
City Hall Parking lots*	_____	n/a	n/a

(*The south (front) and east lots are patrolled once per day on Friday, Saturday, and Sunday only)

Shopping Center Parking Lots:

Privately owned shopping center parking lots that may be patrolled on an as-needed basis by request only.

Walmart Shopping Center (Ramon Road at Crossley)
Gene Autry Plaza (Ramon Road at Gene Autry, south side)
The Springs Shopping Center (Ramon Road at Gene Autry, north side)
Regal Theaters (Alvarado at Tahquitz Canyon Way)
Steinmart (S. Palm Canyon at Morongo Road)
Smoke Tree Commons (E. Palm Canyon at Barona)
Smoke Tree Plaza (Palm Canyon at Sunrise Way)
Fresh-N- Easy (Sunrise Way at Tahquitz Canyon Way)
Desert Regional Medical Center (Indian Canyon Dr. at Paseo El Mirador)

4. PROPOSAL REQUIREMENTS:

The firm's proposal should describe the methodology to be used to accomplish each of the project tasks. The proposal should also describe the work which shall be necessary in order to satisfactorily complete the task requirements.

Please note: this RFP cannot identify each specific, individual task required to successfully and completely implement this project. The City of Palm Springs relies on the professionalism and competence of the selected firm to be knowledgeable of the general areas identified in the scope of work and to include in its proposal all required tasks and subtasks, personnel commitments, man-hours, direct and indirect costs, etc. The City of Palm Springs will not approve addenda to the selected firm's agreement which do not involve a substantial change from the general scope of work identified in this RFP.

5. SELECTION PROCESS: This solicitation has been developed in the Request for Proposals (RFP) format. Accordingly, proposers should take note that multiple factors as identified in the RFP will be considered by the Evaluation Committee to determine which proposal best meets the requirements set forth in the RFP document. **PRICE ALONE WILL NOT BE THE SOLE DETERMINING CRITERIA.** The City shall review the proposals submitted in reply to this RFP, and a limited number of firms may be invited to make a formal presentation at a future date if desired by the City. The format, selection criteria and date of the presentation will be established at the time of short listing, if conducted.

6. PROPOSAL EVALUATION CRITERIA: An Evaluation Committee, using the following evaluation criteria for this RFP, will evaluate all responsive proposals to this RFP. Firms are requested to submit their proposals so that they correspond to and are identified with the following specific evaluation criteria **(100 total points possible):**

- A. Firm/Company Qualifications and experience in providing similar services as defined in the RFP, including References from other cities. **(20 POINTS)**

- B. Proposal Organization, conformance with the RFP instructions, and demonstrated Understanding of the overall project and requested Scope of Work. **(20 POINTS)**
- C. Supervisor and Staff Qualifications, Experience and Training in providing the services as defined in the RFP, including resumes **(25 POINTS)**
- D. Local Preference: Firms that qualify as a Local Business, or employ local sub-consultants, and submit a valid business license as more fully set forth in Section F.1 below, pursuant to the City of Palm Springs Local Preference Ordinance 1756). The full local preference, five (5) points, may be awarded to those that qualify as a Local Business. Two (2) points may be awarded to a non-local business that employs or retains local residents and/or firms for this project. Non-local firms that do not employ or retain any local residents and/or firms for this project shall earn zero (0) points for this criteria. **(5 POINTS)**
- E. Cost Proposal **(30 POINTS)**

PRIOR CITY WORK If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, and presentations if requested. All proposals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.

7. PROPOSAL CONTENTS: Firms are requested to format their proposals so that responses correspond directly to, and are identified with, the specific evaluation criteria stated in Section 6 above. **The proposals must be in an 8 ½ X 11 format, may be no more than a total of twenty (20) sheets of paper (double sided is OK),** including a cover letter. NOTE: Dividers, Attachments included in this RFP that are to be submitted with the proposal, Addenda acknowledgments and the separately sealed Cost Proposal do **NOT** count toward the page limit. Interested firms shall **submit SIX (6) copies (one marked "Original" plus five (5) copies)** of its proposal by the deadline.

All proposals shall be sealed within one package and be clearly marked, "RFP #04-14, REQUESTS FOR PROPOSALS FOR PARKING ENFORCEMENT SERVICES. Within the sealed proposal package, the Cost Proposal shall be separately sealed from the Technical/Work Proposal. **Proposals not meeting the above criteria may be found to be non-responsive.**

EACH PROPOSAL PACKAGE MUST INCLUDE TWO (2) SEPARATELY SEALED ENVELOPES:

Envelope #1, clearly marked "Technical/Work Proposal", shall include the following items:

- Completed Signature authorization and Addenda Acknowledgment (see Attachment A)
- If applicable, your specific request for Local Preference (see Attachment A) and a copy of a valid business license from a jurisdiction in the Coachella Valley.
- Completed, and notarized, Affidavit of Non-Collusion (see Attachment B)

In addition to the items above, at a minimum, firms must provide the information identified below. All such information shall be presented in a format that directly corresponds to the numbering scheme identified here.

TECHNICAL/WORK PROPOSAL; The Technical/Work Proposal (Envelope #1) shall be clearly marked and shall include the Sections A, B, C, and D below:

SECTION A:

FIRM/COMPANY QUALIFICATIONS AND EXPERIENCE (including any subcontractors) AND REFERENCES FROM OTHER CITIES.

A.1 Follow the instructions and properly complete and execute both **Attachment "A" and Attachment "B"** that are provided in the RFP and include them here in your proposal. If applicable, your specific request for Local Preference (reference Attachment A) and a copy of a valid business license from a jurisdiction in the Coachella Valley is to also be included here.

A.2 Describe the firm's number of years of experience, background and qualifications in providing parking enforcement services as defined in the RFP. We specifically are interested in your experience with other cities, and experience in other seasonal or resort cities should be highlighted.

A.3 Include a minimum of three (3) references of recent customers (cities) for who your firm has provided similar parking enforcement services as contemplated herein. You must include the name of a contact person, their title, and a current phone number, fax number, email address and business address along with a brief description of the scope of work and cost for each referenced city.

SECTION B:

PROPOSAL ORGANIZATION, CONFORMANCE WITH RFP INSTRUCTIONS, AND DEMONSTRATED UNDERSTANDING OF THE OVERALL PROJECT AND REQUESTED SCOPE OF WORK

B.1 Carefully review and verify that your proposal is well organized and follows ALL OF THE INSTRUCTIONS on proper organization, format, order, and conformance with all requirements, including any and all required signatures, attachments, acknowledgements, or other documents that are required to be submitted. Failure to follow the instructions may result in your proposal being non-responsive and rejected from consideration.

B.2 Without reciting the information regarding the services verbatim as contained in this RFP, convey your overall understanding of the parking enforcement services and the City's performance expectations. Discuss your firm's approach to Customer Service, Conflict Resolution, and working with the City's assigned Contract Administrator.

B.3 Discuss how your firm will meet the Uniform, Equipment, Supplies, Safety Equipment (including reflective vests), and Alternative Fuel Vehicle requirements as set forth in the RFP. Provide detailed and specific information.

B.4 Identify any "key" or "critical" issues that you believe may be encountered based on the firm's prior experiences; and provide steps to be taken to ensure the issues identified do not affect the successful performance of the services. Carefully review the Route Plan provided.

SECTION C:

ASSIGNED SUPERVISOR AND STAFF QUALIFICATIONS, EXPERIENCE AND TRAINING IN PROVIDING PARKING ENFORCEMENT SERVICES

C.1 Include the background, experience, training, and Resume of the staff person you're your firm will assign as the full-time On-Site Supervisor PCO for this contract. In addition, provide the background experience, training, and Resumes of the other part-time PCO staff members that will be assigned to perform parking enforcement services for the City under this contract.

C.2 Provide how your employees are educated, trained, and prepared for parking enforcement services. Include any continuing education or other training programs that your employees must attend to keep abreast of current applicable laws, codes, and ordinances that pertain to parking enforcement services. Also include your company training program for proper use of the supplies, materials, equipment, and vehicles to be used in the performance of parking enforcement services.

SECTION D: LOCAL PREFERENCE

D.1 Pursuant to the City of Palm Springs Local Preference Ordinance 1756, in awarding contracts for services, including consultant services, preference to a Local Business shall be given whenever practicable and to the extent consistent with the law and interests of the public. The term "Local Business" is defined as a vendor, contractor, or consultant who has a valid physical business address located within the Coachella Valley, at least six months prior to bid or proposal opening date, from which the vendor, contractor, or consultant operates or performs business on a day-to-day basis, and holds a valid business license by a jurisdiction located in the Coachella Valley. "Coachella Valley" is defined as the area between the Salton Sea on the south, the San Jacinto and Santa Rosa Mountains on the west, and the Little San Bernardino Mountains on the east and north. For the purposes of this definition, "Coachella Valley" includes the cities of Beaumont and Banning and the unincorporated areas between Banning and the City of Palm Springs. Post office boxes are not verifiable and shall not be used for the purpose of establishing such physical address.

The consultant will also, to the extent legally possible, solicit applications for employment and proposals for subcontractors and subconsultants for work associated with the proposed contract from local residents and firms as opportunities occur and hire qualified local residents and firms whenever feasible.

In order for a business to be eligible to claim the preference, the business **MUST request the preference in the Solicitation response (see Attachment A)** and provide a copy of its current business license (or of those it employs for this project) from a jurisdiction in the Coachella Valley. A non-local business that requests the preference based on employing local residents must provide proof of full-time primary residency from a jurisdiction in the Coachella Valley with the proposal. The City reserves the right to determine eligibility.

D.2 List all team members with local expertise. Clearly define their role in the overall project.

COST PROPOSAL: The Cost Proposal (Envelope #2) shall be clearly marked in a **separately sealed envelope** and shall include Section E below:

SECTION E: COST PROPOSAL (*see Attachment "C")

E.1 The cost proposal (in a separate sealed envelope) shall be a Unit Hourly Rate for the specified PCO's as defined in the Scope of Services and as provided in Attachment C. **PROPOSERS MUST USE THE COST PROPOSAL FORM, ATTACHMENT "C", PROVIDED BY THE CITY IN THE RFP DOCUMENTS.** Failure to use the Cost Proposal form Attachment "C" provided by the City **WILL** be cause for rejection of a proposal. **Do NOT include Attachment "A" or Attachment "B" in the Cost Proposal, Envelope #2.** Attachments "A" and "B" are to be included in Envelope #1, "Technical/Work Proposal".

8. GENERAL AND SPECIAL CONDITIONS:

DEADLINE FOR SUBMISSION OF PROPOSALS: Proposals will be received in the City of Palm Springs, Office of Procurement and Contracting until **3:00 P.M., LOCAL TIME, WEDNESDAY, SEPTEMBER 4, 2013.** Proof of receipt before the deadline is a City of Palm Springs, Office of Procurement and Contracting time/date stamp. It is the responsibility of the firms replying to this RFP to see that any proposal sent through the mail, or via any other delivery method, shall have sufficient time to be received by the Procurement Office prior to the proposal due date and time. Late proposals will be returned to the firm unopened. **Proposals shall be clearly marked and identified and must be submitted to:**

**City of Palm Springs
Procurement and Contracting Department
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262
Attn: Craig Gladders, C.P.M., Procurement & Contracting Manager**

QUESTIONS: Firms, their representatives, agents or anyone else acting on their behalf are specifically directed **NOT** to contact any city employee, commission member, committee member, council member, or other agency employee or associate for any purpose related to this RFP other than as directed below. **Contact with anyone other than as directed below WILL be cause for rejection of a proposal.**

Any questions, technical or otherwise, pertaining to this RFP must be submitted IN WRITING and directed ONLY to:

**Craig Gladders, C.P.M.
Procurement & Contracting Manager
3200 East Tahquitz Canyon Way
Palm Springs, CA 92262
via FAX (760) 323-8238
or via EMAIL: Craig.Gladders@palmspringsca.gov**

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFP. **The deadline for all questions is 12:00 P.M., (NOON) Local Time, Thursday, August 22, 2013.** Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda via the Division of Procurement and Contracting will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

FORM OF AGREEMENT: The selected firm will be required to enter into a contractual agreement, inclusive of insurance requirements, with the City of Palm Springs in accordance with the standard Contract Services Agreement (see Attachment "D"). Please note that the Exhibits are intentionally not complete in the attached sample standard document. These exhibits will be negotiated with the selected firm, and will appear in the final Contract Services Agreement executed between the parties.

The term of the agreement that is awarded as a result of this RFP shall be in effect for five (5) years, with the option for two (2) additional two (2) year renewals at the discretion of the City Manager and pursuant to the terms and conditions of the agreement, including the provisions for early termination.

Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award. If the highest ranked Proposer refuses or fails to execute the Agreement, or negotiations are not successful, or the agreement is terminated, the City may, at its sole discretion, enter negotiations with and award the Contract to the second highest ranked Proposer, and so on.

AWARD OF CONTRACT: It is the City's intent to award a contract to the firm that can provide all of the scope of work, equipment and services identified in the RFP document. However, the City reserves the right to award a contract, or to make no award, whichever is in the best interest of the City. It is anticipated that award of the contract will occur at the next regularly scheduled City Council meeting after the evaluation committee has made its final selection of the firm to be recommended for award and a contract has been negotiated and agendized for consideration. The decision of the City Council will be final.

RIGHT TO ACCEPT OR REJECT PROPOSALS: The City of Palm Springs reserves the right to waive any informality or technical defect in a proposal and to accept or reject, in whole or in part, any or all proposals and to cancel all or part of this RFP and seek new proposals, as best serves the interests of the City. The City furthermore reserves the right to contract separately with others certain tasks if deemed in the best interest of the City.

INSURANCE: Insurance provisions are contained in the Standard Contract Services sample agreement included in the RFP. The successful Proposer will be required to comply with these provisions. It is recommended that Proposers have their insurance provider review the insurance provisions BEFORE they submit their proposal.

RESPONSIBILITY OF PROPOSER: All firms responding to this RFP shall be responsible. If it is found that a firm is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted an RFP without an authorized signature, falsified any information in the proposal package, etc.), the proposal shall be rejected.

PUBLIC RECORD: All documents submitted in response to this solicitation will become the property of the City of Palm Springs and are subject to the California Code Section 6250 et seq., commonly known as the Public Records Act. Information contained in the documents, or any other materials associated with the solicitation, may be made public after award of contract to a specific firm, if any, by the City Council.

COST RELATED TO PROPOSAL PREPARATION: The City will NOT be responsible for any costs incurred by any firm responding to this RFP in the preparation of their proposal or participation in any presentation if requested, or any other aspects of the entire RFP process.

BUSINESS LICENSE: The selected firm will be required to be licensed in accordance with the City of Palm Springs Business License Ordinance, Municipal Code Chapter 3.40 through 3.96, entitled "Business Tax".

INVESTIGATIONS: The City reserves the right to make such investigations as it deems necessary to determine the ability of the firms responding to this RFP to perform the Work and the firm shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by or investigation of such firm fails to satisfy the City that such firm is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

NONCOLLUSION: The undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal. Proposer must execute an Affidavit of Non-Collusion provided as **Attachment "B"** in the RFP and include it with their proposal.

PROPOSALS TO REMAIN OPEN: The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.

SIGNED PROPOSAL AND EXCEPTIONS: Submission of a signed proposal will be interpreted to mean that the firm responding to this RFP has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Request for Proposals, and any attached sample agreement. Exceptions to any of the language in either the RFP documents or attached sample agreement, including the insurance requirements, must be included in the proposal and clearly defined. Exceptions to the City's RFP document or standard boilerplate language, insurance requirements, terms or conditions may be considered in the evaluation process; however, the City makes no guarantee that any exceptions will be approved.

**REQUEST FOR PROPOSALS (RFP 04-14)
FOR
PARKING ENFORCEMENT SERVICES**

ADDENDUM NO. 1

This Addendum is being issued for the following changes and informational items:

THE FOLLOWING REVISIONS AND/OR ADDITIONS TO THE RFP DOCUMENT AND INSTRUCTIONS ARE TO BE INCLUDED AND SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

The City has received the following questions and is hereby providing answers thereto:

Q 1: In regards to the Attorney General's opinion on private parking companies issuing municipal citations. Does the City of Palm Springs see an issue with the statement that cities "cannot reasonably be considered as the type of service that by implication may be contracted out to a private party"?

A 1: The 2002 Attorney General Opinion referenced (85 Ops. Cal. Atty. Gen. 83) was specific to General Law Cities. The City of Palm Springs is a Charter City.

Q 2: Page 23 of 38 A. Errors and Omissions Insurance; refers to "industry standard form Contract liability (errors and omissions) insurance coverage. Errors and Omissions insurance routinely excludes contractual liability. Do you wish the contractor to purchase errors and omissions with contractual liability; this coverage is not readily available. Would the City of Palm Springs accept professional liability insurance?

A 2: The Requirement for Errors and Omissions Insurance for this contract shall be Waived.

Q 3: Page 24 of 38 – 5.2 Deductibles and Self-Insured Retentions; your maximum allowable is \$10,000 will you accept \$100,000?

A 3: As stated in the document, the City may require evidence of pending claims and claims history as well as evidence of Contractor's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000. The City will make this determination during the negotiation phase with the contractor that is recommended for award, should they request it.

Q 4: Page 27 of 38 – Indemnification and Reimbursement; this statement could cause the contractor to indemnify and defend the city against things that would otherwise fall within the immunity of government entities. What is the intent?

A 4: The provision speaks for itself and the language shall not be revised or changed.

Q 5: Attachment B- If attachment B needs to be notarized can the state and county be changed?

A 5: Yes.

Q 6: How many parking stalls in the patrol area?

A 6: 803 time-limit parking spaces.

Q 7: Does the City of Palm Springs provide an office and utilities for that office?

A 7: No, not currently. At this time the City only provides access to a secured shared office space inside City Hall where the CPO may access the citation computer equipment. No desk or chair or other "office" furniture is provided for the CPO. In the event the City were able to provide an office space at a future date, the contractor would be notified and yes, the utilities would be paid for by the City.

Q 8: Does the City of Palm Springs purchase the ticket stock and envelopes or is this a cost that should be included in our cost proposal?

A 8: Yes, the City provides the ticket stock and envelopes.

Q 9: Does the City of Palm Springs have handheld units and citation issuing software or is this to be provided by the contractor?

A 9: Yes, the City has handheld units and citation software that is provided by another contractor. This equipment is not to be provided by the enforcement contractor in this RFP.

Q 10: What handheld equipment and citation issuing software is currently being used?

A 10: AutoCite Series D Handheld is the current equipment, however that is subject to change at the discretion of the City.

Q 11: Is the contractor responsible for purchasing computers and office furniture or is this supplied by the City of Palm Springs?

A 11: Computer equipment is provided by the City. See answer to Question #7 with respect to Office furniture.

Q 12: Are gasoline/electric hybrid cars which provide an average of 50% increased mileage considered to be an acceptable alternative fuel vehicle? If not what type or percentage of efficiency will meet the cities requirements?

A 12: Cars / automobiles of any kind are NOT an acceptable vehicle for the performance of this contract. The City requires Alternative Fuel/Hybrid Parking Patrol Vehicles ONLY. Note that this contract requires the manual marking of parked vehicle tires, therefore a car/automobile is not acceptable.

Q 13: Does the City of Palm Springs currently own the vehicles utilized by the patrol staff or are those owned by the current operator? Are those vehicles alternative fuel?

A 13: The City currently owns the outdated, aged, gasoline powered parking patrol vehicles and they will NOT be utilized under the new contract as a result of this RFP.

Q14: What was the proposed operational budget for the 2013/2014 year?

A 14: The City of Palm Springs total operational budget is \$83.4 million for the City's General Fund for our current FY 13-14.

Q 15: What additional reporting does the city require monthly?

A 15: Time cards.

Q 16: Does the California All Purpose Acknowledgment need to be filled out and submitted with the proposal? Can the California All Purpose acknowledgement be notarized in another state?

A 16: No. The California All Purpose Acknowledgement that is included with the blank sample boilerplate agreement is NOT to be filled out. The blank sample agreement is

provided for your information only and will be completed and executed with the firm that is successful in this process and awarded the contract.

Q 17: Can attachment B be notarized in another state?

A 17: See answer to question #5 above.

Q 18: Does the City of Palm Springs want the highlighted areas of attachment D completed?

A 18: No. The blank sample agreement as provided in Attachment D is for your information only and will be completed and executed with the firm that is successful in this process and awarded the contract.

Q 19: City of Palm Springs has included Exhibits A, B, C and D. The RFP states that they are specifically left blank. Does the city want these filled out during the time of the proposal or will they be completed at a later date as specified on page 14 paragraph 3?

A 19: No. The blank sample agreement, including all of the Exhibits, as provided in Attachment D is for your information only and will be completed at a later date and executed with the firm that is successful in this process and awarded the contract.

Q 20: Will the City be providing the selected vendor with any citation processing or other parking enforcement related equipment? If so, what type of equipment will be provided?

A 20: See answers to Questions #8, 9, 10, and 11.

Q 21: Can the City please provide a list of members of the decision making committee who will be evaluating the proposals?

A 21: No.

Q 22: Does the City anticipate a decrease in the listed minimum schedule of 89 hours per week. If so why, and by how many hours?

A 22: No. The City does not anticipate this at this time, however, the hours are subject to change and may be modified as noted in the RFP.

Q 23: Can we get breakdown by month of the numbers and types of violations that have being written over the last 2 years?

A 23: No, the City is unable to provide this information as requested. However, we are attaching hereto a copy of a Violation Summary report by one CPO for a 1 year period.

Q 24: Can we get the fine income generated on a monthly basis over the last 2 years?

A 24: We are unable to provide this information at the time of publication of this Addenda #1. While the deadline for all questions has now passed, if in the event we are able to obtain the information requested, we will issue a second Addenda.

Q 25: Can we get copy of current contract that Standard Parking is under?

A 25: A copy of the Standard Parking contract is attached hereto.

Q 26: Can we get copies of invoices by month for the last 12 months for the current contract?

A 26: A copy of the invoices for the last 12 months is attached hereto.

Q 27: Contract page 24 of 38 Self-insurance retention – We currently have a 100,000 self insurance retention amount on most of our coverage – This is standard with all our clients will this be OK with proof of ability to pay any claims? This contract states that all costs and claims are ours anyway.

A 27: See answer to Question #3.

Q 28: Can we get the current fine amounts for the fines being written? The parking codes 12.32.010, 12.32.020, 12.32.030, 12.32.040, 12.32.050, 12.32.080, 12.32.100 (all fines by color & zone violation) as well as any others they currently enforce for.

A 28: A copy of the City's current Violation fees (bail schedule) is attached hereto.

Q 29: The city has the right to cancel the agreement for any reason – We will be buying vehicles and equipment that we will be amortizing over the initial 5 years – Will the city reimburse unamortized values if the contract does not go initial 5 year term?

A 29: No.

Q 30: If our hourly rate is based on 89 hours per week and the amortization of our capital is based on these hours, will the City consider increasing the billable hourly rate if there are significant drops in the average number of hours billed?

A 30: No.

Q 31: Can the errors & omissions Insurance coverage be lowered? We have \$1,00,000; but not the \$2,000,000 annual aggregate?

A 31: See answer to Question #2.

Q 32: As long as we comply with the RFP specifications, can we provide supplemental cost proposal options and solutions?

A 32: Yes, as long as you comply and do not exceed the page limit. Note however that what is requested in the RFP is the preference of the City.

Q 33: Will the Contractor be offered the ability to renegotiate the hourly rates should the weekly hours described in the proposal be greatly reduced?

A 33: No.

Q 34: Will the City reimburse Contractor for unamortized capital investments (and/or non-depreciated portions of capital assets) made on behalf of the City in the event of early Termination?

A 34: No.

Q 35: Page 10 of the RFP materials. Contractor may be asked to patrol privately owned shopping center parking lots (listed on page 10). *Will the City pay Contractor to patrol private property as well, or will the individual property owners be compensating Contractor for as-needed patrol services?*

A 35: The City will compensate the contractor.

Q 36: Section 5.2 - Our master insurance program contains a \$250K deductible on our WC, Auto and GKLL policy, while our GL policy has a \$250K self-insured retention. The City reserves the rights to require a lower deductible / retention amount. We are not able to reduce our insurance policy deductibles or retentions. Is this acceptable to the City?

A 36: See answer to Question #3.

Q 37: Section 5.3.5 - Our insurance carrier requires that we keep in the "endeavor to" wording (as in – we "endeavor to" provide 30 days written notice of policy cancellation, non-renewal or material change). Is this okay with the City?

A 37: Yes.

Q 38: Section 5.3.8 & 5.5 - As proof of insurance coverage, we can submit certificates of endorsements and applicable endorsements. However, we are not able to provide full copies of our insurance policies. Is this okay with the City?

A 38: Yes, as long as all certificates, endorsements and all other insurance requirements are met.

Q 39: Section 6.1 of the sample contract. Contractor indemnifies the City for any claims or losses arising from Contractor's performance of this agreement, with the exception of the City's sole negligence or willful misconduct. Will the City remove the word "sole" before "negligence"?

A 39: No. Also see answer to Question #4.

Q 40: Section 6.2 of the sample contract. *This provision relates to design contract services. Will the City remove these inapplicable provisions from the agreement?*

A 40: Yes. These provisions will be waived.

Q 41: Section 8.3 of the sample contract. **Please note that this provision conflict with Section 3.5 of the agreement, which states termination for cause rights.** In this Section 8.3, the City may terminate the agreement for Contractor's breach with 10 days' prior written notice and if Contractor fails to cure within that time period. Additionally, the City reserves the right, even after termination of Contractor for cause, to perform the agreement themselves and to hold Contractor liable, or to withhold payment to Contractor by requiring Contractor to continue performing, for damages. *Will the City consider removing Section 8.3(B) in its entirety, with the City having the right to terminate Contractor for cause under Section 8.3(A)?*

A 41: The language will be revised to reflect the City's standard termination language for this type of agreement which will be as follows: "City may terminate this Agreement at any time, with

or without cause, upon thirty (30) days written notice to Contractor. Where termination is due to the fault of Contractor and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Contractor shall immediately cease all services except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer after such notice. Contractor may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

Craig L. Gladders, C.P.M.
Procurement & Contracting Manager
DATE: August 22, 2013

ADDENDUM ACKNOWLEDGMENT:

Proposer Firm Name: _____

Authorized Signature: _____ Date: _____

Acknowledgment of Receipt of Addendum 1 is required by signing and including the acknowledgment with your submittal, or you may also acknowledge the Addenda on the bottom of Attachment A. Failure to acknowledge this Addendum may result in your submittal being deemed non-responsive.

EXHIBIT "C"

CONTRACTOR'S PROPOSAL



**WE SEE
THE PEOPLE,
NOT THE CARS.**



EVERY THANK YOU EARNED.™

City of Palm Springs

City of Palm Springs Parking Enforcement RFP



City of Palm Springs Parking Enforcement

TABLE OF CONTENTS

SECTION A: COMPANY QUALIFICATIONS	5
SECTION B: PROPOSAL ORGANIZATION	13
SECTION C: STAFF QUALIFICATIONS	21
SECTION D: LOCAL PREFERENCE	29
SECTION E: COST PROPOSAL	31



our mission

By valuing our employees, listening to our clients, and operating under the ideals of moral integrity, quality, and accountability, we will lead the parking industry in service and financial results for our clients.

LETTER OF TRANSMITTAL

August 29, 2013

Craig L. Gladders
City of Palm Springs
Office of Procurement and Contracting
3200 East Tahquitz Canyon Way
Palm Springs, CA 92262

Dear Mr. Gladders,

Ace Parking is pleased to provide the City of Palm Springs with a proposal for Parking Enforcement Services. Ace Parking is a Southern California based company with both long term business and residential ties to Palm Springs and the Coachella Valley. We have partnered on behalf of the City for over 7 years as your parking partner at the Airport. We have over 30 employees working for us in Palm Springs with an annual payroll of over \$350,000.

Additionally, we manage the Traffic Control Officers that control the traffic flow on the Airport's roadway. Our intention is to cross train many of these individuals to be back-ups for our proposed Traffic Enforcement Officers for the downtown enforcement program. Our team will be overseen by Bill Huff, our manager of the TCO's at the airport. Bill has firsthand knowledge of your operation and will be an valuable asset to the City as we significantly elevate the service level.

We hope you take the opportunity to speak with Tom Nolan, Palm Springs Aviation Director. He can confirm that we are the highest quality partner for the Airport and the City.

Ace Parking has a clear and comprehensive understanding of how to manage the on-street parking operations and how to satisfy the goals and objectives of the City of Palm Springs. We will work closely with the City's staff as well as Palm Springs Police to make sure all enforcement needs are being met.

Enforcement Experience

Ace Parking has extensive experience with Parking Enforcement managing over 3,800 metered parking stalls in San Diego County. In addition, we have managed the on street Parking Enforcement for the City of Chula Vista for the past 5+ years.

Technology Experience

Ace Parking has extensive experience with Duncan Solutions and their handheld ticket issuing technology. Due to our experience, we can provide recommendations on equipment upgrades and work with your vendors to secure the best solution for your operation. As a consultative partner, Ace will be looking for the best strategies to maximize operational efficiencies. Ace's experience includes utilizing handheld

Scott A Jones
Chairman

John Baumgardner
Vice Chairman & CEO

Steve Burton
President

Keith B Jones
Managing Principal

Founding Member of the
National Parking Association



enforcement units, citation writing, data collection, online collections & permitting, citation payment, adjudication, incident management, reporting and auditing.

Alternative Technology Proposed

We have provided a second cost proposal for the City's consideration. It is intended to take your enforcement procedures to the next level. In our second option, we are proposing that we mount a License Plate Recognition System (LPR) onto the enforcement vehicles. This will allow us to go away from the manual chalking process and utilize parkers' license plate to track vehicles in the enforcement areas. We will know exactly when cars parked in a particular area which will increase fine writing and income to the City. The system requires a sizeable investment; but only needs to generate an increase in fine income of approximately \$1,500 per month to break even. We believe with the increased enforcement and use of this system, parking fine income will dramatically increase.

Smooth Transition and Ongoing Training

We will utilize our parking enforcement knowledge and commit our high-level resources in the planning and implementation phases as well as the execution of ongoing operations. Much of our sustained success is based on the ongoing training of employees and other motivational programs. Ace Parking provides training for all regular, replacement and additional employees. We also provide comprehensive retraining and continuing education for all our employees to maintain the highest levels of customer service.

Thank you for considering Ace Parking as your parking partner. We encourage you reach out to our clients and learn about our successful team approach and full commitment that our clients and your fellow City team members enjoy.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Burton".

Steve Burton
President

ATTACHMENT "A"

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK PROPOSAL (Envelope #1)

REQUESTS FOR PROPOSALS (RFP) # 04-14
PARKING ENFORCEMENT SERVICES

SIGNATURE AUTHORIZATION

NAME OF COMPANY(PROPOSER):

Ace Parking

BUSINESS ADDRESS: Corporate Headquarters: 645 Ash Street, San Diego, CA 92101

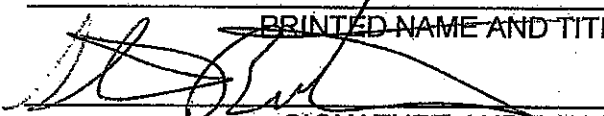
TELEPHONE: (619) 233-6624 CELL PHONE N/A FAX (619) 233-0741

CONTACT PERSON Steve Burton, President EMAIL ADDRESS sburton@aceparking.com

A. I hereby certify that I have the authority to submit this Proposal to the City of Palm Springs for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.

Steve Burton, President

PRINTED NAME AND TITLE

 9/3/13
SIGNATURE AND DATE

B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

- An individual;
- A partnership, Partners' names: _____

- A company;
- A corporation If a corporation, organized in the state of: CA
- A Local Business (Licensed within the jurisdiction of the Coachella Valley).

Copy of current business license is required to be attached to this document.

2. My tax identification number is: _____

ADDENDA ACKNOWLEDGMENT:

Acknowledgment of Receipt of any Addenda issued by the City for this RFP is required by including the acknowledgment with your proposal. Failure to acknowledge the Addenda issued may result in your proposal being deemed non-responsive.

In the space provided below, please acknowledge receipt of each Addenda:

Addendum(s) # 1 is/are hereby acknowledged.

ATTACHMENT "B"

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK PROPOSAL (Envelope #1)

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

STATE OF CALIFORNIA) ss
COUNTY OF RIVERSIDE)

The undersigned, being first duly sworn, deposes and says that he or she is PRESIDENT of ACE PARKING, the party making the foregoing Proposal. That the Proposal is not made in the interests of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from Proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereof, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, Proposal depository, or any other member or agent thereof to effectuate a collusive or sham Proposal.

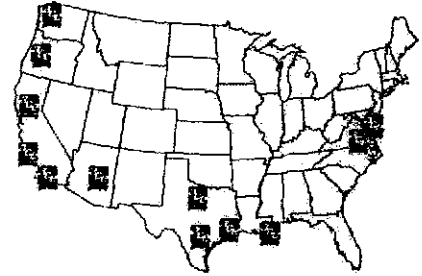
By: 

Title: President

Subscribed and sworn to before me this 3rd day of September, 2013.



A.2 Ace Parking Management, Inc. (a California Corporation) was founded in 1950 and is one of the largest privately held, full service parking companies in the country. It is owned and operated by Scott Jones, the son of the founder. Headquartered in San Diego, Ace Parking manages over 450 locations throughout nine states. These locations collectively service nearly 250,000 customers per day and control more than 175,000 off-street parking stalls. Revenue from all operations exceeds \$369 million annually, while employing more than 4,500 team members with an annual payroll of \$60 million.



Our only business is the operation of parking facilities and transportation related businesses. Ace Parking operates every conceivable type of parking application from urban retail, office complexes, on street parking enforcement, hotels, hospitals, entertainment centers, stadiums, airports and arenas. We have the financial strength, experience, expertise, and operational ability of the large national parking operators, yet are able to deliver our services with a **personal, hands on approach**, a sense of urgency, and the highest levels of service, client, and customer commitment. This is what separates us from our competitors. Our executives are on site at least once per quarter and are always available for meetings as necessary.

EVERY THANK YOU EARNED.™

After 60+ years of partnering with respected brands like yours, we understand that the parking business is about taking care of people. That's why everyone at Ace Parking - from our lot attendants to our CEO - is ready to assist you and your guests in any way, at any time, at a moment's notice. When we say "Every Thank You Earned", it's more than just words. It's our way of doing business:

- Planning, but also reacting.
- Proactive solutions, but also solving each unique need.
- Active 365 days a year, but also 24 hours a day.
- On the job, but also on the spot when it matters.
- Customer service as a brand ideal, but also as individual experiences.

As your partner, we'll look forward to earning every "Thank You" - even if it's at 3:00 in the morning.

Parking Presence in Southern California

Ace Parking is the largest parking provider in San Diego and is one of the top two largest in Southern California serving mixed-use, event parking venues, commercial garages, and hotel and valet event customers throughout the region. **We have over 170 locations in Southern California and over 1,800 employees who support those operations. This pool of employees can be drawn upon to support the City of Palm Springs Parking Enforcement operation at a moment's notice. We are also the largest parking operator in the City of Palm Springs based on our operation at the Airport.**

Southern California Municipal Clients include:

- City of Palm Springs at the Airport for over 7 years
- City of Chula Vista Parking Enforcement
- Port of San Diego
- City of San Diego



Client References

Ace Parking manages over 3,800 metered parking stalls in downtown San Diego and 500 metered stalls and 11 surface lots in downtown Chula Vista. Ace Parking has extensive experience with Duncan AutoCite handheld ticket issuing technology as well as various pay machines such as Ventek. Below is a list of municipal clients which are of similar size and scope to your parking operation.

City of Palm Springs

Dates of Service: 2005 - Present

Description: Manage 1,510 parking stalls over three self parking facilities. Ace provides management of all Ground Transportation Dispatch Services for all taxis and shuttles for hire and oversees traffic enforcement for the entire airport. Annual revenue from the parking operation is \$2,800,000 annually with an additional \$15,000 in ticket revenue.

Contact:

Tom Nolan
Executive Director
3400 E. Tahquitz Canyon Way
Palm Springs, CA 92262
P. 760-318-3900
Fax 760-318-3815
Thomas.Nolan@palmsprings-ca.gov



City of Chula Vista

Dates of Service: 2010 – Present

Description: 500 single space meters and 11 surface lots with pay stations. Enforcement hours are Monday – Saturday, 9am – 6pm. Ace Parking performs meter collection, parking law enforcement customer service for parkers who need to resolve parking issues and manages the general parking area maintenance. In addition, monthly and weekly reporting on parking revenue and statistics is provided to the City of Chula Vista.

Contact:

Tiffany Allen
Finance Department
276 4th Avenue
Chula Vista, CA
P. (619) 691-5250
Fax (619) 409-5814
Tallen@chulavistaca.gov



The Presidio, San Francisco

Dates of Service: 2007 – Present

Description: Our operation with Presidio Park began with metered parking management. Today Ace manages 2,500 stalls which encompass 25 surface lots and involve pay and display machines. Ace oversees the transient, monthly and day permits. Enforcement of the parking is largely managed by the park police; however, Ace





Parking assists the police by reporting issues with repeat parking offenders identified during parking audits.

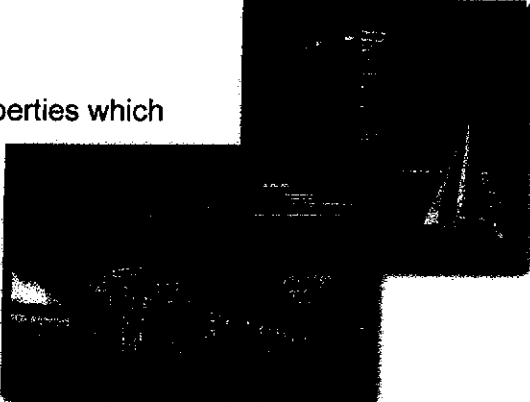
Contact:

Mark Helmbrecht
Transportation Program Manager
Presidio Trust
103 Montgomery Street
San Francisco, CA 94129
P. (415) 561-5438
Fax (415) 561-7621
mhelmbrecht@presidiotrust.gov

Port of San Diego

Dates of Service: 1989–Present

Description: Ace Parking manages two waterfront Port properties which include the 900 + stall Hilton Bayfront garage and all surface lot parking on Broadway Pier. Ace took over an in-house operation at Navy Pier and operated the Hilton Garage since inception. Track parkers for expired or non-paid vehicles and issue citation



Contact:

Kristine A. Love
Asset Manager – Real Estate
Unified Port of San Diego
P.O. Box 120488
P. (619) 686-6358
Fax (619) 686-6200
klove@portofsandiego.com

City of San Diego

Dates of Service: 1967- Present

Type of Parking Enforcement Services:

Description: For over 42 years, Ace Parking has operated Qualcomm Stadium for the City of San Diego. The stadium has 72,000 seats and the major tenant is the San Diego Chargers football team. Ace is responsible for the traffic control at all entry and exit points, citation and towing of unauthorized vehicles. Ace Parking implemented the existing parking controls so there was no in-house or operational takeover of the parking enforcement.

With 18,500 stalls, it is also the venue used by San Diego State University's Aztec football team, various motor sports events, holiday bowls and concerts. Qualcomm was also host to Super Bowl XXII in 1988, Super Bowl XXXII in 1998 and Super Bowl XXXVII in 2003. Qualcomm Stadium has approximately 6,230,000 transient parkers on an annual basis.



Contact:

Mr. Mike McSweeney
General Manager, Qualcomm
City of San Diego
9449 Friars Road

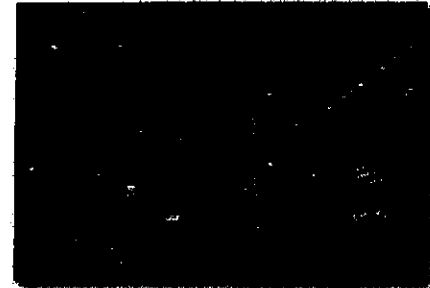


San Diego, CA 92108
P. (619) 641-3126
Fax (619) 283-0460
mmcsweeney@sandiego.gov

City of Phoenix

Dates of Service: 1998 –Present

Description: Ace Parking manages all parking operations for the City of Phoenix's parking structures, which include five garages and one surface lot. Ace tracks monthly parking passes and issues fee notices for delinquent or unauthorized monthly parkers. These garages range in size from 191 spaces at the West Garage up to 2,813 spaces at the East Garage. There are 4,586 spaces servicing the Phoenix Convention Center and other local business that Ace Parking manages for the City of Phoenix. The Phoenix Convention Center Parking Operation generates over \$2,000,000 in annual revenue.



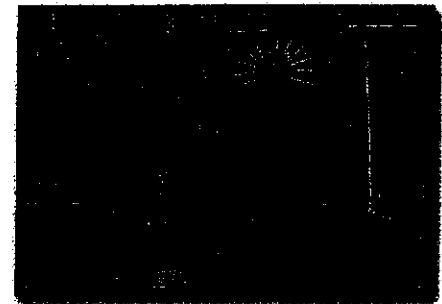
Contact Information:

Prasan De Silva
Parking Venues Manager
Phoenix Convention Center & Venues
100 N. 3rd St.
Phoenix, AZ 85004
P. (602) 262-7503
Fax (602) 744-2872
Prasan.Desilva@phoenix.gov

Public Works Surface Lots

Dates of Service: 2011 – Present

Description: Ace Parking manages the Public Works garages and multiple surface lots throughout downtown Phoenix. Ace Parking oversees all operations which include transient, monthly, parking enforcement and vehicle dispatch. Ace patrols, monitors and enforces posted parking regulations, issues violations for delinquent parkers and tow if necessary.



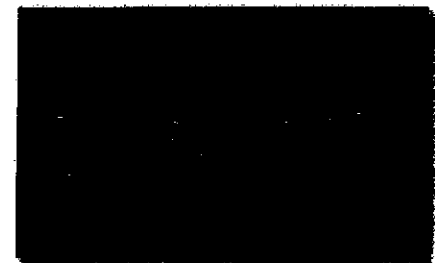
Operator:

Veronica Esparza
Public Works Department
Facilities Management
2631 S. 22nd Ave
Phoenix, AZ 85009
P. (602) 256-4361
Fax (602) 262-6011
Veronica.esparza@phoenix.gov

City of Tucson

Dates of Service: 1993- Present

Description: Ace manages 6 parking lots (Hourly, Daily, Economy, Economy Covered, Garage and Employee), with a total of 8,431





parking spaces. Ace Parking provides Parking Management, Shuttle Bus Management and Roadway Management Services. Annual revenue is \$6,000,000 annually.

Contact:

Karen Thomas
Director of Properties
Tucson Airport Authority
7005 S. Plumer Avenue
Tucson, AZ 85756
P. (520) 573-4806
Fax (520) 573-8013
kthomas@tucsonairport.org

San Diego Airport

Dates of Service: 1971- Present

Description: Ace manages 7,400 parking stalls over 6 public and employee parking facilities. Ace Parking provides management of Self and Valet Parking, Employee Parking program including access card management, Ground Transportation Dispatch Services for all taxis and shuttles for hire, Shuttle Operations on all remote lots, employee lots, and inter-terminal transit (29 shuttles). Ace uses License Plate Recognition technology to assist the Airport Traffic Officers in identifying expired parkers or violators and to track and enforce the 30 day abandoned vehicles law.



Contact:

David Boenitz
Director, Ground Transportation
San Diego County Regional Airport Authority
P.O. Box 82776
San Diego CA, 92138
P. (619) 400-2690
Fax (619) 400-2686
dboenitz@san.org





SECTION B: PROPOSAL ORGANIZATION

- B.1** Ace has followed the organization, format, order and conformance of this RFP.
- B.2** Working closely with the City of Palm Springs currently for the Airport Parking Operations, Ace Parking understands the specific parking enforcement issues facing the City. Ace understands that the City of Palm Springs needs a proactive and experienced partner who will work as a consultative partner. Although our local team will provide most of the day to day support, our Executive Team is only two hours away and will be available for ongoing support as often as necessary.

Ace Parking has extensive experience with Parking Enforcement Operations as we currently manage over 3,800 metered parking stalls in downtown San Diego. In addition, we have managed the on street Parking Enforcement for the City of Chula Vista for the past 5 years. Ace also has extensive experience with current and cutting edge parking enforcement technology. We currently utilize Duncan Solutions and their handheld ticket issuing technology at our enforcement operation in Chula Vista and at various locations in La Jolla and San Diego. We have also been utilizing License Plate Recognition (LPR) technology at our airport operations to quickly detect parking violators. Whenever possible, Ace will always provide recommendations on equipment upgrades and work with your vendors to secure the best solution for your operation. As a consultative partner, Ace will be looking for the best strategies to maximize operational efficiencies. Ace's experience includes utilizing handheld enforcement units and LPR technology, citation writing, data collection, adjudication, incident management, reporting and auditing.

OPERATIONS PLAN

Enforcement operating hours are Monday through Sunday, 12:00 p.m. – 8:00 p.m. There will be three Parking Enforcement staff, one of which is also the On-site Supervisor. Each officer will be working 8 hour shifts. They will begin patrol no later than 30 minutes after the start of their shift and will continue their patrol until at least 30 minutes before the end of their shift. Descriptions of these staff members are outlined below:

On-site Supervisor will oversee your entire parking enforcement program. A supervisor will be staffed 5 days per week with a standard 9am – 6pm hour work day. The bulk of the supervisor's time will be spent developing annual budgets, managing the staff schedules, providing and improving effective revenue and enforcement tracking procedures and working the parking enforcement route. Customer service and effectively responding to and resolving problems will be a key function of the supervisor. In addition, we would like the supervisor to have, at minimum, weekly meetings with City's Contract Administrator to ensure Ace Parking is performing at expected levels, to identify other opportunities and review financial results for the parking enforcement. We believe the regular interaction between the city officers and our operations team can only improve communication and the working relationships.



In addition to our supervisor, two part-time staff members will be utilized between 3:30am - 8:30pm Monday to Friday and 11:30 am to 8:30pm Friday to Sunday. These staff members will be used in the following way:

- **Enforcement Officer** will be responsible for all aspects of the parking enforcement. They will circulate around the on street parking and enforced lots in



the Downtown District. During each circulation, the enforcement staff will perform light maintenance (trash removal and sweeping). Between circulations, the enforcement personnel will complete citation administrative procedures. Ace enforcement staff member must meet the following criteria :

- Be at least 18 years of age.
- Be able to read, write and speak the English language and must be able to write intelligible reports.
- Have the ability to give and follow oral/written instructions in English.
- The ability to speak a second language, such as Spanish is highly desirable, but not required.
- Physically and mentally capable of performing parking enforcement duties.
- Have the ability to remain calm and use good judgment and initiative in a confrontational or emergency situation.
- Have the ability to establish and maintain effective working relationships with the public, downtown business owners and City personnel.
- Possess a high school diploma or equivalent.
- Possess a valid class "C" State of California driver's license. (On-site personnel only)
- Possess all current State of California, Consumer Affairs, guard requirements. (On-site personnel only)
- Pass a background check conducted by the Oceanside Police Department Background Unit, a drug-screening test and undergo a comprehensive medical examination to determine fitness to perform assigned duties. The Police Department will provide the requirements to meet City background requirements. (On-site personnel only)
- Have a fingerprint clearance with the Department of Justice (D.O.J.) and National Crime Information Center (N.C.I.C.). (On-site personnel only)



We are very flexible in our approach and will strive to provide the most effective schedule to meet the customer service and financial performance for your parking enforcement needs.

CUSTOMER SERVICE

Ace's enforcement team is highly trained in customer service and because of our experience in Chula Vista, Phoenix and San Diego our team has developed best practices for interacting with the public on behalf of a municipality.

Ace Parking's philosophy on how customers are perceived and how they should be treated is simply, that our Guests are King. Without the parkers in your city, we would not be in business. Customer Service and satisfaction is paramount to everything we do.

This means we would look to incorporate the very same training and staffing requirements as we would for any one of our high-end hotels. This is augmented by the on-site supervisors who will have a keen understanding of the City of Palm Springs and Ace Parking philosophies. Our supervisors live and breathe service with a sense of urgency on a daily basis.



Ace Parking Service Pledge

Ace Parking begins its commitment to customer service quality with a service pledge. This is our guarantee to any parker that enters one of our locations. Essentially we are telling guests what to expect when they are at an Ace Parking facility:

THE ACE PARKING SERVICE PLEDGE

WE PROMISE YOU:

- ✓ A Clean And Well Maintained Facility
- ✓ Friendly And Courteous Employees
- ✓ Prompt Service

Should we EVER fail to meet your expectations, please inform our attendant. Each is empowered to ensure your complete satisfaction.

Our service pledge comes directly from Ace Parking's Chairman, Scott Jones, and is seen in the behaviors of each Ace Parking Team employee. Ace Parking customers see this pledge when they drive in to an Ace Parking managed facility and again when they exit. More importantly, Ace Parking's guests see the pledge in action at every location. No other parking company pledges to deliver so much.

Formal Quality Control Programs and QA Monitoring

Ace Parking has several programs in place wherein we constantly are evaluating the effectiveness, efficiency and end results of our oversight of your parking operations. Our in-house programs help us better measure and manage the performance of our operations. As always, our programs can be modified to meet the specific needs of the parking operations. Feedback is key and welcome by our management team and onsite vendors to help us continually evaluate our performance and look for improvements.

Report Card

The On-Site Supervisor's annual review and merit increases are based, in part, on his or her performance on operational and customer service related audits. All Ace Parking operations are audited, at a minimum, on a quarterly basis. The information from the audit is immediately shared with the management and staff.

Landlord Contact Program

As a means of achieving less formal -- but equally effective -- management review meetings, the Manager and other Ace Parking executives invite the City of Palm Springs management to an informal roundtable meeting each month. The purpose of the meeting is to seek out ongoing feedback regarding satisfaction levels and how we might improve.

Customer Comment Cards & Reports

The Customer Comment Card is one way that we measure the success of our Customer Service Program. It is directly tied to our Service Empowerment Pledge. We hand the customer comment cards out in order to obtain feedback from our customers on how well we are doing in terms of customer service and to learn what we might do differently. We consistently get both positive and negative comments. Further, our Customer Comment Cards help us to communicate and build stronger alliances or teams in three areas, Client, Team and Customer Relations.



Meeting High Standards

As previously mentioned, Ace Parking does not take a caretaker posture with our operations. We constantly strive for exceeding the customer's expectations and driving the operations to the next level in service. Some of the programs/initiatives we will look to undertake are as listed below:

- Constantly monitor, evaluate and adjust staffing levels for maximum efficiency with focus on customer service
- Encourage guest feedback
- The Ace Parking Executive Management team will be fully engaged in the operations from day one

CONFLICT RESOLUTION

Ace's team will respond to any citizen complaint the same day or if necessary within 24 hours. A 24 hour toll-free number will be provided to citizens to assist them if a problem should arise. Ace has an administrator that answers these calls and can ensure issues are addressed and resolved.

Ace has extensive experience communicating with the public. Ace operates a storefront in Chula Vista for 6 hours per week in which citizens can come in and pay or appeal their citations or to obtain general information. We also offer a toll-free number in Chula Vista which citizens may utilize.

Complaints to City Regarding Contractor Employees

Bill Huff will be the On-Site Supervisor for the City of Palm Spring's Parking Enforcement Operation. He will oversee the parking enforcement officers. Bill has been overseeing the Palm Springs Airport Traffic Enforcement Team for the past 7 years and has extensive experience in handling public complaints regarding employees. Bill will see to it that all complaints are addressed within 24 hours.

On a weekly basis, Ace's On-site Supervisor will meet with the Contract Administrator to make sure they are aware of any complaints against staff or issues with parking citations. In addition, any improvements to customer service or the revenue collection process will be immediately shared with the Contract Administrator.

REPORTING

Ace can prepare and deliver special, additional and supplemental reports at the request of the City such as Employee Daily Reports. Ace can create a Productivity Report for the City for each individual officer. This will show our management and the City the officers' productivity levels. We can then determine inefficiencies and address issues to help them become more productive.

Ace will provide a weekly schedule showing officer assignments and scheduled enforcement hours, listing in all absent officers and reason for absences.

Ace will provide a monthly summary of activities showing total work hours, patrol and non-patrol (time spent at hearings, in training, etc).

B.3 Parking Enforcement Uniforms

Although customer interactions are brief, we still believe that our team should look professional and presentable. We believe professional looking uniforms go a long way



toward creating a favorable first impression and symbolize the pledge to operate the city's parking enforcement with a quality approach. We can utilize the basic Ace uniform which includes a blue button down collared shirt, black pants/shorts, all weather jacket, baseball cap, and name badge to project a clean and classy image for the parking enforcement staff. Uniforms must be well maintained and worn professionally at all times while on duty (i.e. no baggy clothes, untied laces etc).

Our proposal projects the cost of our basic uniforms for hourly operations staff. Ultimately, you may elect to choose a uniform program that best suits your unique operations. Ace Parking does not require our standard uniforms be utilized and would look to work with the City of Palm Springs to develop the image you desire to project. Any special discounts in pricing realized from our relationships with our uniform providers are passed on to you directly as your benefit. Ace Parking does not mark up or charge handling fees for uniform purchases for our clients.

Equipment and Supplies

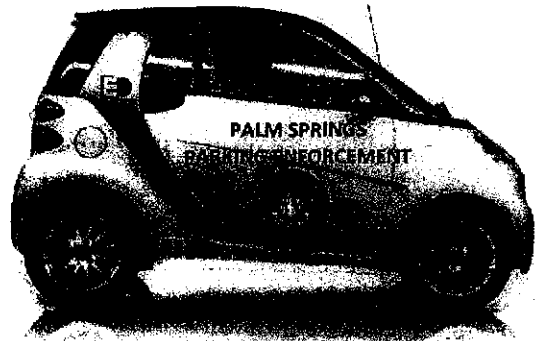
Ace Parking takes safety very seriously. Each enforcement officer will be issued a reflective vest as part of their uniform. The importance of wearing a reflective vest is highly stressed to our employees. A cell phone will be issued to the officer at the start to each shift. They are expected to utilize the cell phone to stay in communication with the On-site Supervisor and report any issues or emergencies they might encounter.

In addition to safety equipment, each enforcement officer will also be issued enforcement equipment. This equipment could include: Duncan handheld, a tape measure, chalk, chalking stick digital camera and flashlight. If the City chooses to use LPR equipment and it happens to be down, these items will help the officer to be well prepared to continue enforcing parking rules using the manual process of chalking, measuring and taking photos to back-up tickets.

Enforcement Vehicles

Ace Parking is very flexible in our approach to enforcement vehicles. We recommend the GEM eS 2-passenger electric vehicle and the Electric Smart Car. Our opinion is that the Electric Drive Smart Car would be the best option for cost and compliance with the city's energy efficient requirements. Many other municipalities use the Smart Car for parking enforcement such as the City of San Diego and the City of Phoenix. Ace would outfit the white vehicles with appropriate logos and lighting to make it suited for parking enforcement.

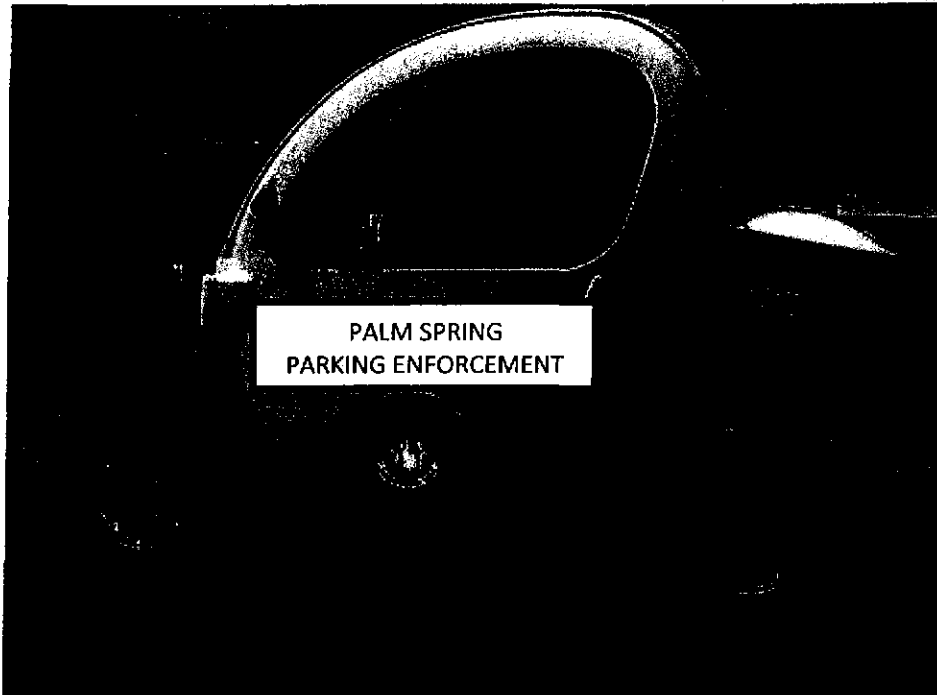
OPTION 1: Electric Smart Car





The Smart Cars gets 122 City MGEe and runs for 68 gas-free miles per charge. Ace Parking will finance the two Parking Enforcement Smart Cars for this operation and amortize the cost of the vehicles as a monthly operating expense item.

OPTION 2: GEM eS Electric Vehicle



A second option for energy efficient vehicles would be the GEM. The GEM eS 2-passenger electric vehicle with a short back bed has also been widely used for parking enforcement. Ace Parking will finance the two GEM eS vehicles for this operation and amortize the cost of the vehicles as a monthly operating expense item.

Ace Parking takes maintenance measures and cleanliness of our vehicles very seriously because a good first impression is essential to a new operation. Ace employees will be trained and required to maintain the appearance and cleanliness of the Smart Cars at all times. At the very minimum, employees will clean the floor and seating surfaces at the end of each shift.

The mechanical maintenance and storage of the vehicles will be of paramount importance. All cars will be stored properly in the designated City Yard Facility when not in use. Frequent mechanical checks will be conducted by our staff and any cause for concern will be reported to the Smart Car or GEM dealer for a professional assessment. Detailed records of the maintenance and repairs on each vehicle will be tracked by the On-site Supervisor.

B.4 CRITICAL ISSUES

A critical issue with the enforcement operation is the manual processes currently in place. Chalking vehicles takes time and reduces the number of rounds an officer can make during their shift. A manual process also makes it hard to gauge the officer's performance as it relates to rounds made in a shift, number of tickets issued and ticket income by officer.



Ace would look to resolve this issue by automating the process with the use of License Plate Recognition (LPR) technology. LPR cameras would be mounted on the roof of each enforcement vehicle along with the lights. The cameras would then be connected to a central computer within the vehicle. An image of what the mount would look like is shown below:



Officers could drive down the street and let the cameras register each parker by time stamp. When the officer drives the route again, the system would update the time for each license plate and notify the officer when someone is in violation. A report showing how the system captures parkers and tracks an enforcement officer's route is shown below. The system can produce additional ticket tracking and employee shift reports as desired.



La Sierra University

Printed Date 08/22/2013

Officer Code C-2
 Officer Name Felipe Viemann
 Shift Date 08/18/2013

Activity Time	Job	Description
8:04 am	Login	Login to the system
8:05 am	Enter Lot	Enter the lot 'C - 20min - C-Lot - Loading/Unloading (20 Minutes)'
8:05 am		Vehicle Check '6ZU2854'
8:05 am	Enter Lot	Enter the lot 'C - 1hr - C-Lot - Visitor (1-Hour)'
8:06 am		Vehicle Check '8NYM42'
8:06 am		Vehicle Check '8FAB'
8:06 am		Vehicle Check '8FAB672'
8:06 am		Vehicle Check '8F48672'
8:06 am	Enter Lot	Enter the lot 'C - 1hr - C-Lot - Visitor (1-Hour)'
8:07 am		Enter to Lot no NPS after notification
8:07 am		Enter to Lot no NPS after notification
8:07 am	Enter Lot	Enter the lot 'C 80Fec - C-Lot - Commons Staff'
8:07 am		Issue the citation for '8PLA448'
8:09 am		Save the citation for '8PLA448'
8:10 am	Enter Lot	Enter the lot 'NP9 - 3hr - North Pierce Street - Timed (3 Hour)'
8:10 am		Vehicle Check '89BZ73'
8:10 am		Vehicle Check '89YB30'
8:10 am		Vehicle Check '89YB30'
8:11 am		Vehicle Check '89BM 008'
8:11 am		Vehicle Check '8AD6118'
8:11 am		Vehicle Check '88MY287'
8:11 am		Vehicle Check '80YA865'
8:11 am		Vehicle Check '8T88488'
8:11 am		Vehicle Check '80AJ820'
8:11 am		Vehicle Check '8DZB208'
8:11 am		Vehicle Check '8TVN858'
8:13 am		Vehicle Check '80863'
8:13 am	Enter Lot	Enter the lot 'NP Student - North Pierce Street - Student'
8:14 am		Issue the citation for '8VYQX063'
8:16 am		Save the citation for '8VYQX063'
11:00 am		Enter to Lot no after notification
11:00 am		Enter to Lot no after notification

The precise timing system illustrated in the report above will allow officers to issue more citations which will increase revenue to the city. The LPR system is not cheap; but only needs to generate an increase in fine income of approximately \$1,500 per month to break even. Ace currently uses this system at the San Diego Airport and has realized significant efficiencies and increased revenue including payroll and overhead savings of \$50,000.

In the event that LPR software is not integrated, Ace would recommend putting GPS in each of the enforcement vehicles. The GPS tracking will allow us to more efficiently report the enforcement officer's activity by shift. Either option will provide a more detailed tracking mechanism to ensure the enforcement route is being made in a timely manner and the greatest number of violations are being captured.



SECTION C: STAFF QUALIFICATIONS

C.1 Ace Parking will utilize two parking enforcement officers and one supervisor to cover the two 11.5 hour shifts Monday – Friday and the 8 hour shift on Saturday and Sundays. Our enforcement officers will be able to issue citations, participate in community events and other parking enforcement programs, maintain street meters and pay machines, respond to resident complaints, provide customer assistance to the public, report issues with signage and vandalism, provide reports on work performance and participate in the citation hearing process if requested.

Bill Huff, On-site Supervisor

Bill Huff is the proposed On-Site Supervisor who will oversee the operation. Bill has direct experience with parking enforcement including 7 years of enforcement at Palm Springs Airport. He also has a keen understanding of the Duncan Solutions system, and the ability to provide fast, effective, first class service to City Parkers and City Officials.

Bill began his career in the United States Air Force. After retiring from the Air Force in 1964, he joined Arco Products Co. Bill worked for Arco for 33 years holding a number of positions including Foreman, Head Operator and Products Supervisor. In 1998, Bill joined the parking industry as a Parking Control Officer. Since then, he has been promoted to Parking Supervisor and has overseen the operations at the Palm Springs Airport for the last seven years.

Resume

Bill Huff–Proposed On-Site Supervisor

Work History

Ace Parking Management, Inc. 2006 to Present

Uniquely qualified parking management professional with over 14 years of commercial parking experience. Experience includes all facets of parking operations to include taxi starter management, shuttles and traffic enforcement. Expertise includes customer committed service, budget /forecasting, employee development, customer relations, revenue controls, automated system operations/integration, policy and procedure.

Parking Supervisor **Palm Springs, CA** **2006 - Present**
Ace Parking

- Manage parking operations at Palm Springs Airport
- Prepare operating reports, conduct audits, and manage accounts payable, operating expenses, and revenues.
- Oversee training and develop for staff members

Parking Control Officer **Palm Springs, CA** **1998 - 2006**
Standard Parking

- Supervised other parking control officers
- Prepared operating reports, conduct audits, and manage accounts payable, operating expenses, and revenues.

Arco Products Co. **Various Locations** **1964 - 1997**
Senior Financial Accountant

- Responsible for managing expenses of senior level executives
- Managed budgets, P&L, payroll, revenue expenses, audits, reports, A/R & A/P



Education

- Norwest University, Business Degree
- United States Air Force - Veteran

Daniel May, Parking Control Officer

Daniel May will be one of the part-time PCO's who will serve as a city parking enforcer. Daniel has direct experience with parking enforcement including 3 years of traffic enforcement at Palm Springs Airport. He also has a keen understanding of the Duncan Solutions system, and the ability to provide fast, effective, first class service to city parkers and the city officials.

Resume

Daniel May – Parking Control Officer

Work History

Ace Parking Management, Inc. 2010 to Present
 Qualified parking management professional with over 3 years of direct parking experience. Experience encompasses all facets of parking control including traffic directing and issuing citations. Expertise includes customer committed service, customer relations, automated system operations/integration, policy and procedure.

Traffic Enforcement Officer 2010 - Present
Palm Springs, CA
Ace Parking

- Manage curb side traffic enforcement at Palm Springs Airport
- Inform patrons of curbside policies and issue citations as needed
- Provide superior customer service at all times

Security Officer 2009 - 2010
Palm Springs, CA
The Sands Regency Hotel & Casino

- Watched over the hotel and casino grounds
- Competent using hotel software programs such as DSR and OPERA
- Utilized proper two-way radio etiquette to communicate with other security personnel

Education

- United States Navy, 1997 – 2001
- Covina High School, 1994 -1997

Michael L. Stockmaik, Parking Control Officer

Michael Stockmaik will be one of the part-time PCO's who will serve as a city parking enforcer. Michael has direct experience with parking enforcement at Palm Springs Airport. He also has a keen understanding of the Duncan Solutions system, and the ability to provide fast, effective, first class service to city parkers and the city officials.

Resume

Michael L. Stockmaik– Parking Control Officer

Work History

Ace Parking Management, Inc. 2010 to Present
 Qualified parking management professional with over 3 years of direct parking experience. Experience encompasses all facets of parking control including traffic directing and issuing



citations. Expertise includes customer committed service, customer relations, automated system operations/integration, policy and procedure.

Traffic Enforcement Officer **Palm Springs, CA** **2013 - Present**
Ace Parking

- Manage curb side traffic enforcement at Palm Springs Airport
- Inform patrons of curbside policies and issue citations as needed
- Provide superior customer service at all times

Collections **Lynwood, WA** **2011 – 2012**
Receivables Performance Management

- Legal department collections for pre-judgments and judgments third party accounts
- Garnishments for all legal related inbound and outbound calls for FDCPA laws

Customer Service **Spanaway, WA** **2008 - 2011**
Fred Meyer Corporation

- Maintained clean appearance of sales floor and retail displays
- Fill and refill all daily promotional items, provide a clean and friendly environment for customers
- Adhered to all store policies and safety procedures while maintaining the highest level of customer service

EDUCATION

- Woodinville High School Woodinville, WA 1982-1986

Ace Parking is committed to bringing a strong Parking Enforcement team to the City of Palm Springs. In addition to our on-site operations team, our General Manager of Palm Springs Parking Operations, Ed Learned will be working with the staff at every level making sure that they are supported during the transition and that the parking codes and laws are always being enforced and customers are properly assisted. In addition to Ed, the President of Ace Parking, Steve Burton will be supporting the team.

C.2 TRAINING PLAN

By the time we hire an employee, we have invested a significant amount of time and resources into that person. As such, we strive to nurture and develop that employee to the best of our ability. We understand that proper training goes a long way in terms of maintaining high morale and reducing employee turnover that is why we developed Ace Academy™. Ace Academy™ is run through social, structured and distance learning such as e-courses. Training includes but is not limited to expectations on the job, service standards, safety on the job, familiarity with the work site and city codes and the use of Ace Parking's proprietary systems and our client's systems.

Parking Enforcement Training:

After completing orientation, each team member receives **InMotion! On-The-Job Training** at their job location. For a minimum of five days, a certified trainer will walk the new employee through their daily roles and responsibilities. The enforcement officer is made familiar with their work environment and taught the various policies and procedures of their job. In addition, a special safety training, driver training and radio training are conducted for enforcement officers.



Before Enforcement Officers are allowed to work on their own, they must demonstrate to their instructor that they are comfortable and confident with the following tasks:

- Executing established methods, practices, and procedures associated with parking control and enforcement.
- Public contact protocol.
- Procedures and precautions related to safe operation of vehicles and familiarity with California driving laws.
- Knowledge of assigned patrol areas in the Downtown District.
- Use of two-way radios and proper radio etiquette.
- Observe and report any suspicious looking vehicles or activity.
- Enforce the municipal codes; directs vehicle and pedestrian traffic; provides information on parking laws to the public.
- Issue citations or warnings for violations of California Vehicle Code provisions and parking control ordinances such as parking time limits zones, tow away zones, loading zones and metered parking areas.
- Be able to void incorrect citations and record them appropriately
- Use a vehicle to patrol and to enforce parking laws and regulations.
- Make court appearances as required.
- Report damaged or inoperative traffic control equipment and hazards such as broken sidewalks and pavement, etc.
- Maintain records and prepare legible reports including logging Daily Activity Reports.
- Place identifying marks on parked vehicles and subsequently checks for these marks as a means of identifying vehicles that are parked beyond the legal time limit.
- Identifies illegally parked motor vehicles and attaches a warning notice, issues a citation or impounds the vehicle.
- Report any irregular or hazardous circumstances to the police station by radio.
- Explain parking regulations and provides information to the public; makes and keeps records and reports of actions taken in the line of duty.
- Build and maintain positive working relationships with coworkers, other City employees and the public using principles of good customer service.

Personal Safety Training

Employees undergo a brief personal safety training which teaches employees the following:

- Never jump in front of a moving vehicle to stop it.
- Do not stand behind stopped vehicles. They may not be able to see you if they back up.
- Be aware of your surroundings at all times.
- Make yourself visible to other drivers.
- Never stand in the way of traffic.
- Always wear a reflective vest

Vehicle Safety & Use

Any employee who drives a vehicle for Ace Parking must complete the following training on a one-on-one basis with a certified trainer before starting their job. This training should be conducted throughout an 8-hour shift. Any additional training that a driver receives is at the discretion of the site manager and certified trainer.



The site-specific driver training familiarizes drivers with procedures and safety hazards at each location. There is a vehicle-specific drivers manual, based on the Vehicle Operation Manual. Managers, supervisors, or certified trainers review the manual with the driver before the driver operates a vehicle. In addition, the driver will accompany a manager, supervisor, or certified trainer on a ride along before operating a vehicle.

Defensive Driving Video

The defensive driving video is a generic training video provided by our insurance carriers. It is designed to remind drivers of general defensive driving techniques that they will utilize when operating a company-owned vehicle.

Training Materials

- ✓ Vehicle Operation Manual
- ✓ Vehicle Inspection Report
- ✓ Chubb issued Defensive Driving video
- ✓ Chubb issued Defensive Driving workbook
- ✓ "In the event of an accident" kit

Radio Training

Before an Enforcement Officer starts their job they undergo a brief radio training. Every officer on duty is required to have a two way radio with them at all times. The officer must learn the following before entering the field:

- How to check to make sure the radio is fully charged and in good working condition.
- Notify the supervisor if a radio does not work and locate a replacement.
- How to turn the radio on to the designated channel.
- How to set the volume at a comfortable level.
- How to place the radio back in its charger at the end of the shift.

Proper Use:

- Talk across the microphone slanted toward the face about 5 inches away.
- Use a normal voice. Do not shout.
- Make sure the information that you broadcast is correct. Be exact in giving locations, descriptions, etc.
- Make all conversations short but complete. Do not use the radio as if it were a telephone. Use proper codes and keep the broadcast simple.
- Speak in a clear distinct voice. Do not mumble, talk in low tones or raise the pitch of your voice. Do not talk too fast. Use your normal voice.
- Think before you speak so that your transmission will sound intelligent.
- Refer to all officers and personnel by their call sign or number.
- Keep your composure. Do not display emotion by words or voice inflections that will reflect excitement, irritation, disgust, or sarcasm. Watch your choice of words.
- Be courteous. Monitor your radio before you start transmitting. Make sure no other person is transmitting.
- Do not break in or disrupt on-going transmissions. Wait for your turn.
- When using the radio, push and hold down the transmit button and wait at least a second before you speak.



- Always identify the person you are trying to reach first and then identify your call sign before transmitting your message.
 1. For example, "Operations, this is PEO 1..."
 2. You will then hear.... "This is Operations, Go Ahead..."
 3. Then you can transmit your message.

Radio Codes

10-4	Affirmative	10-9	Repeat	10-22	Disregard
10-6	Busy	10-17	Enroute or On the Way	10-23	On Scene
10-7	Going off duty	10-20	Location	Code 4	All Clear
10-8	On duty	10-21	Telephone	Code 7	Lunch Break

Customer Service Training (Semi-Annual Requirement)

Throughout the year, Ace Parking's Training and Development department visits all locations for mandatory customer service training. Customer service training is also part of our onboard/orientation procedure. Additionally, many of our clients have site specific or corporate training programs, which they ask our staff to participate in. Ace Parking welcomes this at any of our operations. See the **Ace Academy™ Learning and Development** overview below to see all of our customer service training.

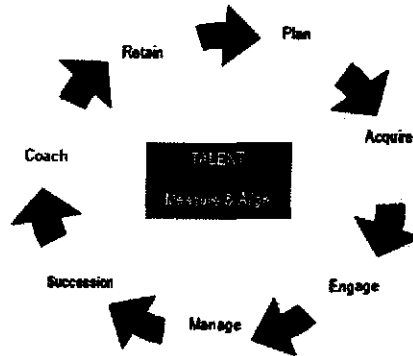
Ace Academy™ Training, Learning and Development Program



Ace Academy™ includes employee development plans for building competencies and social learning fostered by peer-based learning activities such as coaching, mentoring, and experiential learning. We utilize a unified **Talent Management Model** that incorporates a Learning Management System that enables our managers to gain insights from pipeline analysis, performance reviews, and succession and career planning to accelerate employee growth and ensure retention and engagement of top talent.



Ace Parking Talent Management Model

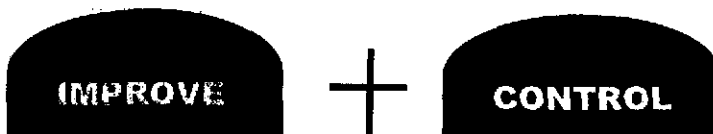


Our well-developed program works because we offer a wide variety of learning and training options needed to accelerate team member adoption. Ace Academy™ drives success and extends our company's value by using professional **Career Coaches** who design and deliver structured curriculum and learning events that include the following:

- I. **Social Learning** – includes discussion, ratings, reviews, and file sharing.
- II. **Learning Communities** – where experts share what they know with new hires and geographically distant colleagues.
- III. **Structured Learning Plans** – that offer several learning options including Instructor Led classes and Train the Trainer Programs. The more traditional Instructor Led class allows team members to benefit from the instruction and technical expertise of the Career Coaches in a classroom setting. Train the Trainer is a form of independent learning whereby they are given the tools to learn the coursework and then critiqued by one of our Career Coaches.
- IV. **On Demand Courses** – In order to engage participants across all regions, we utilize various technology tools, including: E-Learning through our repository of eLearning courses and Mobile learning through the use of Litmos technology which makes course material accessible to iPhones, iPads, iPod Touch and Android devices.

Our entire curriculum is taught through the prisms of:

- Integrity – What behaviors and characteristics are exhibited in this standard?
- Quality – How does learning improve the quality of service for customers and clients?
- Accountability – How do we measure our outcomes to ensure that we deliver on our promise and exceed expectations?



Ace Academy™ Curriculum may be defined as what team members should know, be able to do, and be committed to (content), how it is taught (instruction), how it is measured (assessment), and how the Academy system is organized (context). The Ace Academy™ model provides information that allows team members to develop new thought processes that lead to new behavior choices.



Our steps to *Improve and Control* the targeted outcomes of **Ace Academy™** begin by checking to insure our systems of Measurement and Analysis provide consistent information over time and over a number of trials in order to establish three dimensions of consistency:

- ***Consistency over time.***
- ***Consistency from team member to team member.***
- ***Consistency of Evaluators.***

Ultimately, improvement relies upon a continuous reworking of all of our instructional components. Diagnostic pre-testing, curriculum design, content standards development, instructional delivery, rubric development, and assessment pieces are all analyzed on a regular basis to make sure they are complementary and that the whole is indeed greater than the sum of the parts.

Ace Academy™ believes the progressive mastering of learning is not merely a step towards a symbolic goal (such as a certificate), but is an invaluable part of quality execution of daily assignments.



SECTION D: LOCAL PREFERENCE

D.1 Attached below is Ace Parking's current business license from the City of Palm Springs.

Ace Parking is truly a local company. Even before Ace began operating the Palm Springs Airport's parking in 2005, we were and still remain part of the community. Our owner, Scott Jones, has a home in the area. The President of Ace Parking, Steve Burton's family has lived in the area since 1984. We are members of the community.

From a business standpoint, we have done business in the City of Palm Springs since 2005. We have serviced the citizens of Palm Springs at the Airport. Annually, we interact with millions of locals at the parking operations and on the roadway at the Airport. We have a staff of 20 employees and over our tenure have generated nearly \$3,000,000 in payroll.

We are a contributing member of the Airport and an important part of why this Airport has been named the one of the country's most Stress Free Airports. We are proud of our accomplishment with the Airport and on behalf of the City of Palm Springs.

We have a proven track record of being a good partner to the City. We are really looking forward to the opportunity to expand on our very good relationship. Please see our City of Palm Spring Business License below.

Attachment A has been completed and included in Section A.1.

CITY OF PALM SPRINGS BUSINESS LICENSE
 3300 N TANQUITZ CANYON WAY, PALM SPRINGS, CA 92262 (760) 325-1300
 PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO RENEW AND UPDATE THIS LICENSE ANNUALLY.

BUSINESS NUMBER: 0006361	EXPIRATION: 01/31/2014	TAX/ADMIN. FEE: 230.00	CERT NO: 1100
BUSINESS TYPE: AIRPORT PARKING MGT	ISSUE DATE: 01/31/2014	ISSUE FEE: 14.00	ISSUE NO: 1100
OWNER NAME: JONES, SCOTT A	RENEWAL DATE: 01/31/2014	RENEWAL FEE: 1.00	RENEWAL NO: 1100

BUSINESS NAME: ACE PARKING
BUSINESS ADDRESS: 3300-A TANQUITZ CANYON WAY
 PALM SPRINGS, CA 92262

ACE PARKING
 645 AUST STREET
 SAN DIEGO CA 92101

ISSUANCE OF THIS LICENSE DOES NOT ENTITLE THE LICENSEE TO OPERATE OR MAINTAIN A BUSINESS IN VIOLATION OF ANY OTHER LAW OR ORDINANCE. THIS IS NOT AN ENDORSEMENT OF THE ACTIVITY NOR OF THE APPLICANT'S QUALIFICATIONS.

MUST BE POSTED IN A CONSPICUOUS PLACE

D.2 Ace has proposed an operations team that is local and has been living and working in the City of Palm Spring for many years. Each of the proposed staff members' local expertise is outlined in their resumes in Section C.1.

The Regional Manager, Ed Learned who will support the whole parking enforcement team has lived and worked for Ace Parking in Palm Spring for the last 2 years. He is currently the General Manager of the Palm Springs Airport.





SECTION E: COST PROPOSAL

E.1 Ace Parking is committed to developing a long term parking partnership with the City of Palm Springs. We know that if given the opportunity to manage the parking enforcement, your parking assets will achieve successful results that will change your thinking about how parking should be managed in the future. We are prepared to improve every aspect of the parking operations from, revenue collection to expense controls and customer service.

Part of being a true partner is looking for ways to reduce cost and provide a more efficient operation. If we identify any ways to save money you can be sure we will bring it to your attention. **Please see Attachment C: Cost Proposal in Envelope # 2.**

Inside the sealed, named **Envelope #2**, there is a second cost proposal which factors in the LPR technology. Integrating this technology will increase costs but will also increase efficiency and the revenue from citations.

ATTACHMENT "C"

***THIS FORM MUST BE COMPLETED AND SUBMITTED IN A SEPERATELY SEALED ENVELOPE#2 "Cost Proposal", NOT with Envelope #1, Technical/Work Proposal*)**

**REQUEST FOR PROPOSAL (RFP #04-14)
PARKING ENFORCEMENT SERVICES**

COST PROPOSAL

Responding to Request for Proposal No. 04-14 for Parking Enforcement Services, I/WE will accept as full payment the following specified Itemized Unit Rates Per Hour based on actual hours of service provided for providing all labor, supervision, services, materials equipment, supplies, training, and any other miscellaneous items required to perform the Parking Enforcement Services. The undersigned Proposer proposes and agrees to provide all work and services necessary to deliver the Parking Enforcement Services as defined in the Scope of Work herein. Note that Hours are ESTIMATED and subject to change by the City.

Rates Per Hour represent the amounts bid to provide the services, and are NOT based upon the actual hourly rates paid to the contractor's employees. Contractor is expected to follow all applicable Federal and State Employment laws, rules and regulations. Invoices shall be submitted to the City on a Monthly Basis for actual services rendered, not in advance or anticipation of services "to be rendered" and are payable by the City within 30 days.

Hourly Rates for Regular Schedule:

	\$ RATE PER HOUR	x WEEKLY HOURS	\$ COST PER WEEK
Onsite Supervisor / PCO	\$ 30.99	40	\$ 1,239.60
Parking Control Officer (PCO) #1	\$ 28.50	24	\$ 684.00
Parking Control Officer (PCO) #2	\$ 28.50	25	\$ 712.50
WEEKLY TOTAL:		89	\$ 2,636.10
ANNUAL COST: (Weekly Total x 52 weeks)			\$ 137,077.20

Hourly Rates for Extra Hours, up to 40 Hours Per Week:

	\$ RATE PER HOUR
Parking Control Officer (PCO)	\$ 28.50

Hourly Rates for Extra Hours, in Excess of 40 Hours Per Week:

	\$ RATE PER HOUR
Onsite Supervisor / PCO	\$ 25.00
Parking Control Officer (PCO)	\$ 25.00



EVERY THANK YOU EARNED.™

CITY OF PALM SPRINGS

Parking Enforcement

WE SEE THE PEOPLE,
NOT THE CARS.





EVERY THANK YOU EARNED.™

YOUR EXPERIENCED PARKING ENFORCEMENT TEAM

- **Project/Account Manager: *Brian Tarbell/Steve Burton***
 - Oversee transition, training, general operations, provide corporate support and provide communications to the City of Palm Springs
- **Supervisor/Parking Control Officer: *Bill Huff***
 - Will oversee all day-to-day parking enforcement operations and team
 - 15+ years of Experience with the City of Palm Springs at the Palm Springs Airport as a Traffic Enforcement Officer, Parking Control Officer and Supervisor
- **Part Time Parking Control Officer: *Daniel May***
 - Enforce all parking related ordinances, statues and codes as required



EVERY THANK YOU EARNED.™

ACE'S OPERATIONAL APPROACH

- **Service-oriented Organization**

- Top-notch customer service to residents & visitors is a requirement
- Ace's Enforcement Team = Extension of the City of Palm Springs
- Cross train PCOs for City and the TEOs at the Airport to be able to do both, increasing the size of qualified staff

- **Consultative Partnership**

- In a downtown resort destination, we understand the importance of proactively managing operations so we can help move cars in and out of downtown areas to support local businesses
 - **Training:** Our Enforcement Officers are highly trained in Ace's customer service standards as well as our Ambassador Program
 - **Accomplishment:** Proud to contribute to the Palm Springs International Airport's designation as **TOP 10 LEAST STRESSFUL AIRPORTS**
 - **Recommendation:** License Plate Recognition & Real Time Data Reporting



EVERY THANK YOU EARNED.™

EXPERIENCE

Parking Enforcement on Public Streets for a Municipality

- **City of Palm Springs International Airport**

- 7+ years
- 20 hours per day, 365 days per year
- Write Citations for City and State vehicle codes and TSA regulations
- Parking Management, Traffic Enforcement, Shuttle Service
- Provide monthly reporting on revenue and statistics



- **City of Chula Vista**

- 5+ years
- Mon – Sat, 9am-6pm
- Write citations for City municipal codes
- Meter collection, parking law enforcement, customer service
- Provide weekly reporting on revenue and statistics





EVERY THANK YOU EARNED.™

EQUIPMENT EXPERIENCE

- Handheld Units are similar to cars, all have 4 wheels, engine, doors. Only real difference is bells & whistles and different manufacturers
- Ace has experience with different types of handheld ticket devices in many of our operations. All are very similar in operation but may be used for different functions
- The Casio IT-9000 is very similar to the AutoCite X3 which we use at our City of Chula Vista Enforcement operations and all of our San Diego locations
- Each team member already has experience on other handheld equipment similar to the Casio IT-9000
- Every team member will be fully trained on the new equipment





EVERY THANK YOU EARNED.™

PARKING CONTROL OFFICER – ROUTE/CYCLE

Upon completion of a patrol route/cycle, the PCO will:

- If 3 hours have not passed, the PCO will review the route for other parking violations and issue as necessary
- Once 3 hours have passed, the PCO will return to the beginning of the patrol route and observe if any of the vehicles on the route are in violation
- We will hold our PCOs to a high standard of accountability. All of their time will be accounted for during the entire shift of work.
 - Utilization Reports from Casio IT-9000
 - GPS on Vehicles, and possibly on the Casio IT-9000
 - Optional: License Plate Recognition





EVERY THANK YOU EARNED.™

GPS TRACKING

As mentioned in our proposal, Ace highly recommends putting in GPS Tracking in all of the Enforcement Vehicles.

- Allows us to more accurately report PCOs activity by shift
- Ensures PCOs are completing the route in a timely manner
- Ace is capable of including GPS Tracking and Providing the City's Contract Administrator with direct access to the data.





EVERY THANK YOU EARNED.™

THE ACE DIFFERENCE

EVERY THANK YOU EARNED.

Ace Parking does more than take care of cars.

We take care of people.

We do whatever it takes to earn a "Thank You"
from you and your customers,
day or night, at a moment's notice.



EVERY THANK YOU EARNED.™

TRAINING – BASED ON EVERY THANK YOU EARNED

Ace has a very robust training program focused on customer service and integrity, which empower our team members to stop, think and make the right decision. We specifically train our team members on policy and procedure so they know what steps to follow when a situation arises. For example:

How to manage angry customers *during* the citation process:

During the citation process, our PCO will **stop** and **listen** to the customer. The PCO will then determine how to proceed.



How to manage angry customers *after* the citation process:

Our team members are trained to *always* react positively. If our team members are approached by an angry customer, we will always **politely** and **respectfully** respond with the information regarding the appeal process. Our goal is to provide information and positive customer interactions. We also suggest providing a small handout that explains the appeal process to the customer to help them go through the steps.

Ace is also willing to follow the City's preferences on this issue.



EVERY THANK YOU EARNED.™

AMBASSADOR APPROACH

Ace's overall approach to parking management follows the “Ambassador” style of service. At all of our locations, we are acting as ambassadors for our clients, to the property, the attraction or the City they are visiting. Some of the ways we will provide an Ambassador-like experience include:

- PCOs will be familiar with streets, attractions and businesses
- PCOs will be able to provide directions to residents and visitors for the City of Palm Springs
- PCOs will have City information handy to give out to the public, including information on the citation appeal process



EVERY THANK YOU EARNED.™

CUSTOMER INTERACTIONS/ACE POLICY

- When issuing a citation and the driver approaches, Ace will stop/pause and listen to the driver first.
- Ace believes that the citation has been formally issued and the matter is out of our hands, once the citation is submitted and uploaded to the system. Unless otherwise directed by the City of Palm Springs, we will then inform the customer of the appeal process to follow.
- As a general rule, Ace will always issue a citation if it appears that a parking violation has occurred. It is our understanding that the City of Palm Springs is hiring Ace to enforce the parking laws, not to determine who is exempt from those laws.
- Ace's team is instructed to notify law enforcement when the PCO feels their personal safety or safety of others is at risk, when violence is threatened, an angry customer is blocking a driveway or enforcement vehicle or other instance that keeps our PCOs from doing their job.
- Ace's team will not give any preferential treatment to anyone, regardless of their stature in the community, ownership of a downtown business or affiliation with the City or connection to local officials. All customers are treated with the same respect and will be informed of the appeals process.



EVERY THANK YOU EARNED.™

WHY ACE IS THE RIGHT CHOICE

- **Current partner of the City of Palm Springs**
 - We know the City's expectations and have proved that we can already live up to them
 - Only company that can cross train the PCOs and TEOs from Airport
 - Corporate HQ's and Executive Support – only a couple hours away
- **Enforcement Experience**
 - 3,800 metered parking stalls in San Diego
 - 5+ years of Parking Enforcement for City of Chula Vista
 - 7+ Years at Palm Springs International Airport
- **Technology Experience**
- **Service-oriented Company With Ambassador Approach**
- **Smooth Transition and Consultative Partnership**

EXHIBIT "D"

SCHEDULE OF COMPENSATION

I/WE will accept as full payment the following specified Itemized Unit Rates Per Hour based on actual hours of service provided for providing all labor, supervision, services, materials equipment, supplies, training, and any other miscellaneous items required to perform the Parking Enforcement Services. The undersigned Proposer proposes and agrees to provide all work and services necessary to deliver the Parking Enforcement Services as defined in the Scope of Work herein. Note that Hours are ESTIMATED and subject to change by the City.

Rates Per Hour represent the amounts bid to provide the services, and are NOT based upon the actual hourly rates paid to the contractor's employees. Contractor is expected to follow all applicable Federal and State Employment laws, rules and regulations. Invoices shall be submitted to the City on a Monthly Basis for actual services rendered, not in advance or anticipation of services "to be rendered" and are payable by the City within 30 days.

Hourly Rates for Regular Schedule:

	\$ RATE PER HOUR	x WEEKLY HOURS	\$ COST PER WEEK
Onsite Supervisor / PCO	\$ 30.99	40	\$ 1,239.60
Parking Control Officer (PCO) #1	\$ 28.50	24	\$ 684.00
Parking Control Officer (PCO) #2	\$ 28.50	25	\$ 712.50
WEEKLY TOTAL:		89	\$ 2,636.10
ANNUAL COST: (Weekly Total x 52 weeks)			\$ 137,077.20

Hourly Rates for Extra Hours, up to 40 Hours Per Week:

	\$ RATE PER HOUR
Parking Control Officer (PCO)	\$ 28.50

Hourly Rates for Extra Hours, in Excess of 40 Hours Per Week:

	\$ RATE PER HOUR
Onsite Supervisor / PCO	\$ 25.00
Parking Control Officer (PCO)	\$ 25.00

EXHIBIT "E"

SCHEDULE OF PERFORMANCE

Enforcement Times: Contractor will perform enforcement duties Monday through Sunday 12:00 p.m. to 8:00 p.m., with a minimum of 89 hours per week. Some holidays are excluded. Please note that these hours and schedule may be modified by the City Manager or the City Manager's designee at any time with written notice to Contractor.

Enforce the City's downtown, on-street and parking lot parking program. Please note that this program may be modified at the discretion of the City Manager or the City Manager's designee at any time.

Contractor shall provide three (3) qualified, trained personnel who will work a minimum of 89 hours per week: one (1) full-time Onsite Supervisor/Parking Control Officer(PCO) who will work 9 a.m. until 6 p.m.(40 hours); one (1) part-time PCO to work the 11:30 a.m. until 8:30 p.m. shifts Friday through Sunday (24 hours); and one (1) part-time PCO to work 3:30 p.m. until 8:30 p.m. Monday through Friday or as needed (25 hours), for a total of 89 hours. These hours and schedule may increase or decrease based on the City's needs. Each eight (8) hour shift will be given a meal break of one (1) hour.

PERFORMANCE STANDARDS FOR PARKING ENFORCEMENT SERVICES:

Contractor will be responsible for adhering to the City's Parking Enforcement Standards listed below:

Operations Methodology: The City strongly believes in customer service, and expects Contractor and Contractor's personnel to treat the public in a polite, helpful, and professional manner at all times. Enforcement action is to be carried out in a uniform and fair manner. Contractor shall not directly or indirectly give any preferential treatment to any person or entity in the performance of their enforcement duties.

Patrol City Streets: Contractor shall effectively patrol City streets and take appropriate action (i.e., cite vehicles in violation of parking regulations, report potential abandoned vehicles or vehicles creating unsafe conditions, record date and time of the patrol, etc.).

Voided Parking Citations: Any citation deemed inappropriate during or immediately following issuance can be voided by the Parking Control Officer (PCO) who issued the parking citation, provided the PCO issues a corrected citation. If the PCO determines that the parking citation should be voided due to an error on the PCO's part and a corrected citation will not be issued, the PCO shall document and record this action. Voided parking citations will be recorded and monitored via the citation database. *Citation Processing Services are NOT part of the scope of work for this contract, as the City shall contract for those services separately.*

Acceptable Time Gaps between Parking Citations: All PCOs are expected to patrol and issue appropriate citations as necessary during their shifts. A PCO must account for all time and streets patrolled during each shift by producing a valid Daily Activity Report (DAR). All PCOs will begin patrol activities no later than thirty (30) minutes after the start of shift and thirty minutes before end of shift. (Note: 30 minutes is adequate time to obtain Auto-Cite from City

Hall, drive to Fleet Services at the City Yard to obtain keys and get a vehicle. The same applies for the evening to return Auto-Cite and vehicle to the secure location at the City Yard).

DOWNTOWN P.C.O. PATROL ROUTE PLAN:

BEGIN CHALKING on **Tahquitz Canyon Way** at Calle Encillia, heading west to Belardo Road, make a U-turn and continue chalking Tahquitz Canyon heading east to Calle El Segundo.
(Log time)

(not chalking)* Turn right on Calle El Segundo heading south to Ramon Road. Turn right onto Ramon and continue to Indian Canyon Way. Turn right onto Indian Canyon Way.

BEGIN CHALKING on East side of **S Indian Canyon (E)** heading north to Avenida Grand Via Valmonte
(Log time)

(not chalking)* Turn left onto Avenida Grand Via Valmonte , go to N Palm Canyon and turn right.

BEGIN CHALKING on the East side of **N Palm Canyon (E)** heading north to Via Lola
(Log time)

Turn left onto Via Lola

BEGIN CHALKING on **Via Lola** heading west to the end of the street, make a U-turn and continue chalking Via Lola heading east back to N Palm Canyon.
(Log time)

Turn right onto North Palm Canyon Dr.

BEGIN CHALKING on the West side of **N Palm Canyon (W)** heading south to Alejo.
(Log time)

Turn right onto Alejo

BEGIN CHALKING on **Alejo Road** heading west. Enter and *Patrol* the City of Palms Springs Free Unlimited Parking Lot on Alejo Road at the corner of Belardo Rd.

Leaving parking lot, turn left onto Alejo and continue chalking Alejo heading east to Palm Canyon.
(Log time)

Turn right onto Palm Canyon Dr. and move into the far left lane

BEGIN CHALKING on East side of **Palm Canyon (E)** to Baristo Rd
(Log time)

(not chalking)* Continue on Palm Canyon, turn left onto Ramon Road, and turn left onto Indian Canyon Way

BEGIN CHALKING on the left (west) side of **S Indian Canyon (W)** heading north to Baristo Road

(Log time)

Turn left onto Baristo Road

Enter and Patrol City of Palm Springs Free "Downtown Parking" Garage Structure on Baristo Road and exit the structure where you came in on Baristo and turn right.

BEGIN CHALKING on **Baristo** heading west to Belardo, make a U-turn and continue chalking Baristo back to Indian Canyon Way.

(Log time)

Turn left onto Indian Canyon Way

BEGIN CHALKING on the left side of **S Indian Canyon Way (W)** heading north to Arenas Rd.

(Log time)

Turn left onto Arenas Rd

BEGIN CHALKING on **Arenas Rd** heading west to Belardo, make a U-turn and continue chalking Arenas Rd back to Indian Canyon Way

(Log time)

Enter and Patrol City of Palm Springs Free Parking Lot on Arenas Road at Indian Canyon Dr. behind "LuLu's" restaurant

(Log time)

Exit the parking lot and turn left onto Indian Canyon Way

BEGIN CHALKING on the west (left) side of **Indian Canyon (W)** to just past Andreas Road, then turn left and enter and Patrol the "Henry Frank" parking lot.

(Log time)

Exit the parking lot and turn left onto Indian Canyon

CONTINUE CHALKING on the west (left) side of **Indian Canyon (W)** to Amado Rd.

(Log time)

Turn left onto Amado Road

BEGIN CHALKING on **Amado Rd** heading west to Belardo, make a U-turn continuing to chalk Amado Rd back to Indian Canyon Way.

(Log time)

Turn left on Indian Canyon Way heading north to Alejo. Turning left onto Alejo and left again onto Palm Canyon Dr., move to the right lane.

BEGIN CHALKING on the West side of **Palm Canyon (W)** heading south to Baristo Rd

(Log time)

(not chalking)* Continue on Palm Canyon to Ramon Rd. Turn right on Ramon then turn right again onto Belardo Rd. Proceed to, and cross, Baristo Rd and then turn right and enter and Patrol the City of Palm Springs Free Unlimited Parking Lot at the "Vineyard".
(Log time)

Leaving parking lot, turn right onto Belardo and proceed to, and cross, Arenas Rd. Turn right and enter the "Mercado Shopping Center" 3-Hour Time Limit Parking Lot.

BEGIN CHALKING the "Mercado Shopping Center" 3-Hour Time Limit Parking Lot
(Log time)

When leaving the Mercado parking lot turn right onto Belardo and at Tahquitz Canyon make a quick right and then left turn into the City of Palm Springs "Downtown Revitalization Project" Free Unlimited Parking Lot and patrol. *(this lot is currently surrounded by major construction)*
(Log time)

(not chalking)* Leave the parking lot at the back (west) exit, turn right onto Museum Drive and continue around until Museum Dr. becomes Belardo Road again. Continue past Amado Rd intersection and past the Amado Center, then turn right into the City of Palm Springs Free Unlimited Parking behind the "Azul" and "Blue Coyote" restaurants and Patrol the lot and exit the way you came in.

(not chalking)* Turn right onto Belardo Rd and continue to Alejo Rd. Turn right on Alejo Road to Indian Canyon and turn left. Go north on Indian Canyon until you get to Tachevah Dr. , then turn right on Tachevah Dr. and then turn left on Miraleste.

BEGIN CHALKING on the west bound side of Miraleste and end chalking at Tachevah Dr.
(Log time)

This concludes your route.

The PCO will at this point look at his or her watch to determine if three (3) hours have passed. If not, the PCO may review the route for other parking violations such as color zones or handicapped violations, etc. If three hours have passed since starting the first chalking rotation, then the PCO returns to the beginning of the patrol route and observes if any of the vehicles parked are in violation by the chalk mark put on the tire and writes a citation. Once completing all citations for the route, the PCO then goes back to the beginning of the route and starts the chalking / patrol again. This cycle is typically repeated three times per day.

Note that the South (front) and East parking lots at City Hall are to be patrolled once per day on Friday, Saturday, and Sunday only. (City Hall is open Monday thru Thursday).