Request for Proposal
Parking System Management

Response Due Date: October 13, 2021 by 4:00 p.m.

Issued By:
Ann Arbor Downtown Development Authority
150 S. Fifth Avenue, Suite 301
Ann Arbor, MI 48104
734-994-6697
September 7, 2021
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SECTION 1
GENERAL INFORMATION

A. Issuing Office
The Ann Arbor Downtown Development Authority (DDA) issued this Request for Proposal (RFP); all correspondence or contact regarding this RFP should be directed to:

Jada Hahlbrock, Manager of Parking Services
Ann Arbor Downtown Development Authority
150 South Fifth Avenue, Suite 301
Ann Arbor, Michigan 48104
734-994-6697
Email: jhahlbrock@a2dda.org

B. Objective
The purpose of this RFP is to select a firm to operate and manage public parking facilities under the control of the Ann Arbor Downtown Development Authority.

C. Questions
Should any prospective Proposer be in doubt as to the true meaning of any portion of this RFP, or should the Proposer find any ambiguity, inconsistency, or omission therein, the Proposer shall make a written request for an official interpretation or correction. All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to Jada Hahlbrock (jhahlbrock@a2dda.org) by 4:00 p.m., Eastern Standard Time (EST), on Thursday, September 16, 2021. A single email response will be provided by the DDA to all Proposers who expressed interest on or before September 22, 2021.

Proposers shall not communicate questions or comments to any other DDA staff or Board members at any time during the process, from RFP issue to award.

D. RFP Schedule
The following Schedule of Events represents the DDA’s best estimate of the schedule that will be followed. All times indicated are (EST); the DDA reserves the right to adjust the schedule as deemed necessary.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issue Date:</td>
<td>September 7, 2021</td>
</tr>
<tr>
<td>Mandatory Pre-Proposal Meeting (virtual):</td>
<td>September 14, 2021</td>
</tr>
<tr>
<td>Written questions due by 4:00 p.m. (EST):</td>
<td>September 16, 2021</td>
</tr>
<tr>
<td>Addendum posted:</td>
<td>September 22, 2021</td>
</tr>
<tr>
<td>Proposal due date by 4:00 p.m. (EST):</td>
<td>October 13, 2021</td>
</tr>
<tr>
<td>Interview notification:</td>
<td>October 21, 2021</td>
</tr>
<tr>
<td>Short-listed Proposer Interviews:</td>
<td>November 4, 2021</td>
</tr>
<tr>
<td>Identify preferred vendor:</td>
<td>November-December 2021</td>
</tr>
<tr>
<td>Recommend award to DDA Board:</td>
<td>December 2021-January 2022</td>
</tr>
</tbody>
</table>
E. Proposal Format
Each Proposer must submit a complete response to this RFP using the format found in Section 3. Responses shall be submitted on standard 8½” x 11” letter size paper, with numbered pagers, bound vertically on the left side with printed material on both sides; the use of expensive and elaborate materials is not necessary. Please limit submittals to the format and forms provided in this RFP, excluding boilerplate material as much as possible.

Attachment A - Legal Status of Proposer, must be completed and returned with the proposal. An official, authorized to bind the submitter to its proposal provisions, must sign one proposal and one fee proposal copy in ink. Proposals shall remain valid at least one hundred twenty (120) days from the submittal date.

All proposals will become the property of the DDA and no materials will be returned.

F. Selection Criteria
Responses to this RFP will be evaluated using the point system as described in Section 3. A group comprised of DDA staff members and possibly others, will evaluate each proposal.

The group will initially evaluate proposals to determine which Proposer(s), if any, shall be selected for the short-list interview process. For the initial evaluation, they will not consider the fee proposals. The fee proposal(s) of the Proposer(s) selected will be opened and reviewed before the interview(s). The selected Proposer(s) will have the opportunity to discuss in more detail their qualifications, experience and fee proposal during the interview process. To decide the most qualified, capable, and cost-effective Proposer, the group will evaluate the proposal(s) and interview(s) using the point system described in Section 3, taking into account the fee proposal.

G. Pre-Proposal Meeting
There will be a mandatory pre-proposal meeting held virtually at 9:00 a.m. on September 14, 2021. No later than September 13, 2021 Proposers must RSVP via email to jhahlbrock@a2dda.org their intent to attend and request meeting invite.

H. Proposal Receipt
Proposals are due and must be received by the Ann Arbor DDA no later than 4:00 p.m. (EST) on or before October 13, 2021. The DDA office is open from 9:00 a.m. – 4:00 p.m. (Monday – Friday), excluding holidays.

Proposer(s) are responsible for the timely submission of their proposal; proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile will not be considered or accepted. The DDA will not be liable to any Proposer for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Additional time will not be granted to a single Proposer; however, additional time may be granted to all Proposer(s) should the DDA determine the circumstances are warranted. All proposals shall become the property of the DDA once reviewed, whether awarded or rejected.

Each Proposer shall submit in a sealed envelope the following: i) one (1) original signed proposal, ii) four (4) additional proposal copies, iii) one (1) USB flash drive with a digital copy of the proposal, and Forms A, B and C in Excel format. In addition, a separate sealed envelope (marked Fee Proposal) shall contain the following: i) one (1) original signed fee proposal (Attachment F), and ii) four (4) additional fee proposal
copies. If the fee proposal is not submitted in a separate sealed envelope, proposal will not be considered or accepted and Proposer will be disqualified.

Documents with original signatures should be clearly labeled as such; failure to comply may be cause for rejection of the proposal.

Proposals submitted must be clearly marked: RFP Parking System Management and include the Proposers name and address. Proposals shall be addressed and delivered to the following:

Ann Arbor Downtown Development Authority  
150 S. Fifth Ave Suite 301  
Ann Arbor, MI 48104

I. Disclosures
All information included in a Proposer’s submittal is subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto.

J. Cost Liability
The DDA assumes no responsibility or liability for costs incurred by the Proposer in preparing their response to this RFP.

K. Independent Proposal and Fee Preparation
By submission of a proposal the Proposer certifies that regarding this proposal:

They arrived at the proposal content and fee proposal independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such costs with any other proposal submitter or with any competitor.

No attempt has been made or shall be made by the Proposer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

The person signing the proposal certifies that she or he is the person in the Proposer’s organization responsible for the decision as to the costs being offered in the proposal and has not participated (and will not participate) in any action contrary to the above.

L. Negotiation of an Acceptable Contract
The DDA reserves the right to reject any Proposer if the DDA and the Proposer cannot negotiate a contract acceptable to the DDA within five (5) business days after notice of interest is made by the DDA.

The successful Proposer will be required to provide insurance naming the DDA and the City of Ann Arbor (and the University of Michigan where applicable) as additional insured parties, and indemnify the DDA and the City of Ann Arbor (and the University of Michigan where applicable) for work performed under the contract. These requirements are not subject to negotiation.

M. Reservation of Rights
1. The DDA reserves the right in its sole discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part.
2. The DDA reserves the right to waive or not to waive informalities or irregularities in proposals or procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by the DDA to be in the best interests of the DDA even though not the lowest bid.

3. The DDA reserves the right to request additional information from any or all Proposers.

4. The DDA reserves the right not to consider any proposal it determines to be unresponsive and/or deficient in any of the information requested within the RFP.

5. The DDA reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope is implemented.

6. The DDA reserves the right to select one or more Proposers to perform services.

7. The DDA reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.

8. The DDA reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or fails to enclose copies of the required documents outlined within RFP.
SECTION 2
BACKGROUND AND SCOPE OF SERVICES

A. Background
The DDA is a public entity created in 1982 to promote economic growth and revitalization of the Ann Arbor downtown area. The mission of the DDA is to undertake public improvements that have the greatest impact in strengthening the downtown area and attracting new private investment. Funding is received through the collection of parking fees and incremental tax collections on downtown real estate.

The DDA assumed the responsibility of managing the City of Ann Arbor off-street parking facilities in 1992. Subsequently (2002), the DDA also began management of the on-street parking meters and several additional city parking lots. The DDA is also responsible for curb space, including loading zones and signage, and accessible parking and signage within the DDA parking area as identified in Attachment B. The DDA contracted for the services of a professional parking company to operate its parking facilities, and the current contract is set to expire on June 30, 2022.

The city parking system is currently comprised of eight (8) parking structures, three (3) surface lots, eleven (11) metered lots, and over seventeen hundred on-street meters, which together provide approximately 8,000 public parking spaces.

Gross parking revenue for recent years is as follows-
FY 2019 $23,300,000
FY 2020 $19,500,000
FY 2021 $12,700,000
(DDA FY is July 1-June 30)

A detailed listing that includes facility information and equipment by facility is provided in Attachment C, along with a map of the facilities and parking area in Attachment B. Attachment D shows the current level of staffing for the DDA’s current parking operator.

The DDA offers three types of monthly parking permits: 1) a standard permit that provides access into a parking structure 24 hours/day, 7 days/week; 2) a premium permit that provides an assigned parking space near the entrance into a parking structure or lot 24 hours/day, 7 days/week; and 3) an off-peak/overnight monthly permit that provides access into a structure between the hours of 3:30 p.m. and 9:00 a.m. Monday-Friday and all day on the weekends.

Hourly or flat rate parking is provided in all parking structures and in twelve (12) surface lots. Hourly patrons can park their vehicles for up to 72 hours in most structures.

Covered free motorcycle/moped parking is provided in most parking structures, as is free covered bike parking. Secure Bike Houses are located at the Maynard and Ann Ashley structures. The DDA also provides electric vehicle charging (at no additional cost) at 30 charging units throughout the system. Carshare services are provided by ZipCar with vehicles stationed in 2 locations.

The DDA is a founding partner of the get!Downtown program (http://www.getdowntown.org/) and works to provide effective commuting options for downtown employees, including providing 90% of the funding
for the go!pass, which is a free bus pass available to all downtown employees.

The DDA has invested significant resources, including time, money, and energy, in shaping the public parking system. A successful Proposer will understand that parking is viewed as a tool to help the DDA accomplish its mission, with downtown vibrancy and sustainability at the core of all we do. The following management principles have been developed and refined over the years and serve to guide the DDA’s parking investments.

- Parking is part of a transportation system and should be understood in that context.
- Parking is not a silver bullet - no one ever came downtown to park. The right balance of parking availability, location, and price is essential to the downtown’s vitality and growth.
- It’s the people we want downtown, not necessarily their cars. A “menu” of transportation options should be constantly improved upon so people can make transportation and parking choices for themselves about the best way to come to and move through downtown, using such considerations as convenience, price, location, and transportation purpose.
- One of downtown’s strengths and appeal is its compact, walkable form, with short blocks, a clearly defined street grid, and a density of services, businesses, and uses in its core. Well-managed parking enables people to take advantage of these assets.
- Parking rates should be set to encourage different behaviors. For instance, the availability of on-street parking meters conveys a great deal about the perceived convenience of shopping or doing business downtown, thus regular turn-over at the meters and long-term parking off-street must be encouraged. Rate configuration can affect parking choices by making it less expensive to park in the surface lots than at a street-meter, and least expensive to park in the structures.

B. Scope of Services

The selected Proposer shall provide quality parking operations and management 24 hours per day, seven days per week, 365 days per year, including holidays.

The DDA will consider proposals from qualified and experienced firms ordinarily engaged in the business of providing public parking system operational, management and maintenance services, as described herein and in accordance with the terms, conditions, and requirements set forth in this RFP.

The DDA is seeking a company with experience and expertise in the following areas:

- Public parking operations management, auditing, and accounting
- Access and revenue control equipment and procedures
- Operating expense controls
- Utilization and data reporting
- Management of complex parking technologies (client and customer facing) including but not limited to websites, online payment systems, PCI compliance and system networks (carried out by in-house IT staff)
• Parking structure maintenance and repair
• Management of complex mechanical systems and associated service and warranties
• Electric vehicle charging stations
• Exemplary customer service (staff training, monitoring and surveys)
• Transportation demand management strategies
• Alternative transportation initiatives as coordinated with parking
• Understanding of downtown economic development
• Parking enforcement and citation management

Although the DDA does not currently manage enforcement, it is preferred the Proposer have experience with operating and managing parking enforcement staff, citation issuance, and collection processes.

The terms and conditions of the anticipated contract by and between the DDA and Proposer are set forth herein and attached hereto as Attachment E. The following highlights the basic terms of the proposed contract:

a. Term: An Agreement for a term of 3 years with renewal options only at the discretion of the DDA.

b. Scope of Work: Operator will provide all necessary materials, staff, expertise, and services to carry out the Scope of Services outlined in the RFP and Attachment E.

c. Compensation: As compensation for services rendered, DDA will pay the Operator a base management fee for the professional services provided to manage and administer the daily operation of the system. The base fee will be equal to an amount agreed upon and included in a final negotiated contract.

d. Cost of Operations: DDA will reimburse the Operator for only those direct labor costs and expenses previously agreed upon. Expenses will be reimbursed to the extent that same are paid or incurred in the performance of Operator’s obligations under the contract.

e. Capital Improvements: During the Term, certain capital improvements projects may occur that are originated and financed by the DDA. The Proposer may be required to adjust staffing schedules and/or operating methodologies to accommodate these types of projects from time to time during the Term of the contract.

Proposer must state whether their proposal does or does not fully comply with the requirements as defined in this RFP and will provide a detailed list of exceptions to the Scope of Services, sample contract or other RFP requirements including all exhibits, forms, appendices, and addenda. The exception list will be in table form and identify the page, section number, provision and exception, non-conformance and/or substitute language proposed. Failure to identify items of non-compliance will result in the DDA assuming compliance.

Changes to the sample contract will not be considered or negotiated if not submitted as part of the Proposer’s submittal. The DDA, at their sole discretion, may modify or reject any exception or proposed change to the contract document.
SECTION 3
INFORMATION REQUIRED FROM ALL PROPOSAL SUBMITTERS

MINIMUM INFORMATION REQUIRED
Submitters should organize Proposals into the following Sections:

A. Company Identification
B. Organization and Resources
C. Professional Qualifications
D. Previous Experience
E. Unique Services
F. Operations Plan (submit required forms as PDF as part of proposal and as Excel on thumb drive)
G. Fee Proposal (submit in separate sealed envelope marked “Fee Proposal”)
H. Authorized Negotiator
I. Required Attachments

A. Company Identification
1. State the full name, address, telephone number, and web site address of the company.
2. Indicate whether you operate as an individual, partnership or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
3. Provide the name, title, address, email, and telephone number of the individual to whom correspondence and other contacts should be directed during the selection process.
4. Provide the name, title, address, email, and telephone number of the individual who will negotiate with the DDA and who can contractually bind the Proposer’s firm.

The following describes the elements of each Section that should be included in each proposal and the point system that will be used by the DDA for evaluation of the proposals.

B. Organization and Resources – 15 Points
Provide a description of the organizational size and structure of the company, brief history, and services offered. Describe the number of home office staff and the resources provided to clients. Describe how the DDA parking system would fit into your organizational structure.

Provide information about the parking systems currently operated/maintained by your company. Include location, how long each of these systems has been under contract with your firm, whether parking is provided to the public, and the nature of each contract.

Provide a copy of the last financial audit for your firm. The audit should be provided in a separate sealed envelope.

Provide information concerning hiring practices, security screening practices, dispute resolution practices, and other like policies of the firm. Provide information on Diversity, Equity, and Inclusion policies and/or initiatives in place.

Provide information describing insurability, including current insurance limits and certificates. Insurance requirements are included in Attachment E.
C. **Professional Qualifications – 25 Points**

Provide a company organizational chart, and the names and titles of key personnel who shall be responsible for the management of the system. The relevant experience in parking operations (including location), level of responsibility and functions that each shall perform shall be described in detail, including the name and resume of the proposed regional manager and general manager. Additionally, names, position titles, functions, experience and technical competence of managers and key support personnel shall also be listed, as well as the anticipated amount of time that key management and support personnel will spend on the DDA contract and an accounting of their competing workload. Both the regional and general managers named in the proposal must be present at the interviews and must be the people who will ultimately be assigned to the Ann Arbor system.

D. **Previous Experience – 25 Points**

Professional parking operators who have directly managed a municipal system of at least 2500 spaces (permit and hourly parking) for a minimum of three years and have directly managed a parking enforcement system of at least 600 spaces for a minimum of three years are preferred for consideration to operate the DDA parking system.

Provide a minimum of five (5) qualification references from at least three (3) municipalities. It is preferred that two of the five references shall be for a municipal/public parking system of similar size, complexity, and scope to the DDA’s system; listing names, emails, and phone numbers of the appropriate contact person. Include the brand name(s) and brief description of the equipment and operating methodology at each of these locations.

It is also preferred that two of the five references shall be for a system of similar size, complexity, and scope to the DDA’s system, in which the proposing firm was responsible for parking enforcement services; listing names, emails, and phone numbers of the appropriate contact person. Include the brand name(s) and brief description of the equipment and operating methodology.

Provide demonstrated ability to do the following:

a. Provide a system of maximum revenue generation and operational cost containment, while maintaining an enhanced level of patron satisfaction.

b. Provide high-quality facility maintenance and customer service.

c. Adapt parking policies and procedures to incorporate Transportation Demand Management principles, and alternative transportation initiatives and options.

d. Provide regular, accurate, and detailed client communication and reporting, including the ability to produce thorough and mistake-free reports on demand.

e. Respond quickly to situational needs with immediate communication to the client, as well as ability to provide longer-term operational and facility recommendations.

f. Provide creative solutions for marketing, the customer experience and parking management.

If the Operator has been terminated for default on a contract during the past ten-years, all such incidents must be reported. Termination for default is defined as notice to stop services due to non-performance or poor performance.
E. **Unique Services – 5 Points**
Highlight the services or attributes that differentiate you from other parking operators and management companies.

F. **Operations Plan – 20 Points**
The Proposer shall provide a description of how they will effectively operate the parking system to ensure a quality parking experience for all patrons while maximizing revenue generation. Describe the proposed organization chart, staffing levels, descriptions of positions, and cost per position, benefits, workman’s comp, etc.

Describe the standards for hiring employees and detail personnel policies and performance standards.

Describe how your firm handles cash handling different or better than other firms. What sets your firm apart?

Using the attached Forms A, B and C please provide proposed operating costs, staffing schedule, and start-up budget. Forms should be provided in pdf form as part of submission. An excel file of Forms A, B and C should also be included on the thumb drive.

**Please note that if a contract is awarded the DDA retains the right to select vendors and suppliers for all goods and services.**

Describe your expected management approach and your expected working relationship with the DDA.

Describe procedures for handling customer complaints and/or damage claims.

Describe type and frequency of training practices including training for customer service, safety, loss prevention, PCI compliance, network security.

Describe approach to safety and security.

Describe emergency response procedures.

Provide daily, monthly, quarterly, and annual maintenance schedules and details.

Describe the ongoing level of support to be provided to the Ann Arbor parking system by the regional manager.

Provide a detailed transition plan for assuming control of the System in the initial 30 days following contract award that demonstrates minimal disruption to the operations.

G. **Management Fee Proposal – 10 Points**
Using Attachment F submit fee proposal in a separate sealed envelope as part of the general proposal.

H. **Authorized Negotiator**
Include the name and phone number of persons(s) in your organization authorized to negotiate with the DDA.
I. Attachments
Attachment A (Legal Status of Proposer) must be completed and returned with the proposal. This should be included as an attachment to the proposal submission.
Proposals will be evaluated by the above-described criteria and point system to select the firms to be interviewed. The DDA reserves the right to not consider any proposal that it determines to be unresponsive or deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. References provided in the proposal may be contacted to verify material submitted by the Proposers. The DDA will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

If selected for an interview, firms will be given the opportunity to discuss in more detail their qualifications, experience, proposed work plan and fee proposal. The interview shall consist of a presentation of no more than twenty (20) minutes by the Proposer, including the person who will be the manager on this contract, followed by up to thirty (30) minutes of questions and answers. Audiovisual aids may be used during the oral interviews. At this time it is expected that interviews will be conducted in person. Number of interview attendees may be limited based on local regulations in place at the time.

The proposal will be re-evaluated after the interview. A preferred vendor will be selected. Further negotiation with the preferred vendor will be pursued leading to the award of a contract by the DDA.
SECTION 5
ADDITIONAL CONSIDERATIONS

General Requirements

Operator shall duly observe, conform to, and comply with all valid requirements of any governmental authority relative to the performance of the Proposer’s services and operations under the contract and shall require all its personnel to conform to and comply with all such requirements.

Regulatory and Licensing Requirements

Operator shall comply with all applicable federal, state, and local laws and regulations. The Operator shall procure and keep in force all permits and licenses required by such laws and regulations. These laws and regulations include, but are not necessarily limited to; the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Fair Labor Standards Act, Family and Medical Leave Act, unemployment compensation laws and regulations, and workers’ compensation laws and regulations.

Living Wage

Proposers are advised that the contract is subject to the City of Ann Arbor’s Living Wage ordinance. Please see links below for City of Ann Arbor Living Wage documents.

https://www.a2gov.org/departments/finance-admin-services/purchasing/Pages/Forms.aspx
SECTION 6
ATTACHMENTS
ATTACHMENT A
LEGAL STATUS OF PROPOSER

(The Proposer shall fill out the appropriate form and strike out the other two.)

* A corporation organized and doing business under the laws of the state of ________________,
for whom ________________________________ bearing the office title of
____________________, whose signature is affixed to this proposal, is authorized to execute contracts.

* A partnership, list all members and the street and mailing address of each:

______________________________  
______________________________  
______________________________

Also identify the County and State where partnership papers are filed:
County of ________________________, State of

* An individual, whose signature with address, is affixed to this proposal:  
  (Initial here)
### ATTACHMENT C PARKING SYSTEM INFORMATION

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<th>Map Code</th>
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<tr>
<td>PS1</td>
<td>123 East Washington 281</td>
</tr>
<tr>
<td>PS2</td>
<td>201 South First 240</td>
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<tr>
<td>PS3</td>
<td>Maynard 324 Maynard 808</td>
</tr>
<tr>
<td>PS4</td>
<td>Forest 650 South Forest 855</td>
</tr>
<tr>
<td>PS5</td>
<td>Fourth and William 115 E William 984</td>
</tr>
<tr>
<td>PS6</td>
<td>Liberty Square 510 E Washington 581</td>
</tr>
<tr>
<td>PS7</td>
<td>Ann Ashley 220 North Ashley 827</td>
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<tr>
<td>PS8</td>
<td>Library Lane 343 South Fifth 741</td>
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<tbody>
<tr>
<td>SL1 South Ashley 305 S Ashley 144</td>
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<tr>
<td>SL2 1st and William 216 West William 112</td>
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<td>SL3 415 West Washington 415 West Washington 149</td>
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<table>
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<tbody>
<tr>
<td>ML1 Main and William 353 South Main 24</td>
</tr>
<tr>
<td>ML2 Farmer’s Market 315 Detroit Street 80</td>
</tr>
<tr>
<td>ML3 City Hall 301 East Huron 16</td>
</tr>
<tr>
<td>ML4 Kerrytown 407 North Fifth 25</td>
</tr>
<tr>
<td>ML5 Fourth and Catherine 51</td>
</tr>
<tr>
<td>ML6 Community High 401 North Division 81</td>
</tr>
<tr>
<td>ML7 Depot Lot 329 Depot Street 35</td>
</tr>
<tr>
<td>ML8 Broadway Bridge 18</td>
</tr>
<tr>
<td>ML9 Gandy Dancer 401 Depot Street 22</td>
</tr>
<tr>
<td>ML10 Main and Ann 45</td>
</tr>
<tr>
<td>ML11 5th &amp; William 350 S Fifth 88</td>
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<table>
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<th>Metered Lot Spaces</th>
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<tr>
<td>On Street Meters 1718</td>
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<table>
<thead>
<tr>
<th>Total number of spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities are open for parking 24/7. Sundays are free</td>
</tr>
<tr>
<td>Meters are enforced Monday - Saturday 8:00 am - 6:00 pm</td>
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20
Equipment-

PARCS equipment includes Tiba brand in-lane, cashier, pay on foot components, and accompanying software. All but 1 location is new, installed within the last 12 months. Remaining location had Tiba equipment installed in 2018.

On-street and lot metered parking utilizes Digital Payment Technologies Luke II pay stations and an Ann Arbor branded mobile payment app through Passport. Payment type breakdown is as follows- 49% mobile app, 44% credit at machine, 7% cash at machine.

Vehicles-

2012 Ford Transit Connect
2012 Ford F-250 Truck
2014 GMC Sierra K1500 Pickup
2014 Dodge Grand Caravan
2014 Dodge Ram C/V Tradesman Van
2016 Dodge Grand Caravan
2016 GMC Sierra 1500
2018 Ford Transit XLT Wagon

Office/Storage Space*

4th & Washington- 1 bathroom
Maynard- 1250 sq ft office space (includes 1 bathroom) and 400 sq ft storage space
Forest- 275 sq ft office space (includes 1 bathroom) and 350 sq ft meter shop
4th & William- 3000 sq ft storage space and 540 sq ft office space (includes 1 bathroom)
Ann Ashley- 670 sq ft office space (includes 1 bathroom)
Library Lane- 1700 sq ft office space (includes 1 bathroom) and 1600 sq ft storage space

There are various small storage areas and maintenance closets in each structure.

*Sizes are approximate
ATTACHMENT D
CURRENT PARKING SYSTEM ORGANIZATIONAL CHART
THIS AGREEMENT, to be effective as of July 1, 2022, between the Ann Arbor Downtown Development Authority, a Michigan Municipal Corporation, herein called “DDA" and ________________________, herein called "Manager".

WITNESSETH:

1. DDA entered a contract with the City of Ann Arbor, herein called “City”, which expires in 2033, whereby the DDA manages the City-owned parking system.

2. DDA hereby contracts with Manager under the terms, conditions, and provisions hereinafter set out for Manager to operate the municipal parking system located in Ann Arbor, Michigan; herein called "System".

3. The term of this Agreement shall commence on July 1, 2022 and shall continue in effect for a period of three (3) years from the said commencement date. At the expiration of the term, the Agreement shall automatically be renewed for up to two (2) additional one-year (1) terms unless the DDA should elect to terminate the Agreement after giving no less than sixty (60) days written notice prior to the commencement of the applicable renewal period.

4. This Agreement shall not be assigned nor subcontracted by Manager in whole or in part without the prior written consent of DDA

5. System shall be operated by Manager as a municipal system and shall be used for no other purpose without prior written approval of DDA. Manager shall manage, operate, and promote the use of System in accordance with all laws and governmental regulations.

6. Manager agrees to set aside the necessary parking spaces to protect any previous or future commitments made by the DDA or City, and Manager agrees to honor any allocations of parking space that DDA deems necessary. Manager agrees to operate System in a manner consistent with satisfying, as efficiently as possible, the operating requests and expectations of DDA.

7. On or before the fifteenth day of each month following the month being reported, Manager shall deliver to DDA a Monthly Operating Statement that includes complete and accurate accounting of all revenues, receipts, and reimbursable expenses for the preceding month, including a reconciliation of the depository bank statements to credit card statements. This should be accompanied with a cover letter providing an Executive Summary of the previous month to highlight activities and items that vary substantially from the budget. Any receipt or expense item that cannot be easily attributed to a facility will be allocated by number of parking spaces in the facilities involved or other mutually agreed upon arrangement. All reports will be delivered electronically in Excel and Adobe PDF format.

Within 30 days of Manager’s submission of the monthly operating statement, DDA will initiate an electronic payment of the following amount: i) the amount of the approved reimbursable expenses, and ii) the monthly portion due for the base Management Fee.
8. On or before the twenty-fifth day of each month following the month being reported, Manager shall deliver to DDA a Monthly Report. A listing of required monthly report content is included in Schedule C. All reports will be delivered electronically in Adobe PDF format with index to allow users to quickly locate items of interest in the PDF. Vouchers, receipts, or other records shall support disbursements for all direct operating expenses. Such reports will be in a form mutually agreed upon by the DDA and Manager. DDA reserves the right to modify all reports furnished by Manager.

9. Manager's books and records relating to System shall be kept at the local office of Manager and shall be available for inspection, audit, and copying at all reasonable times by DDA or its duly authorized representatives.
I. Relationship and Management Fee

A. Manager shall operate System at the direction of DDA.

B. System shall include all off-street parking structures and surface parking lots, as well as all on-street parking spaces, curb space, and related signage within DDA parking area. Schedule D, attached herewith, includes a map of system current at the signing of this Agreement.

C. Manager shall be reimbursed for all direct operating expenses, as established in the approved Budget. Schedule A (attached herewith) provides a list of acceptable operating expenses. Manager shall not submit for reimbursement expenses that exceed the approved budget amounts without prior approval of DDA.

D. Manager shall be paid an annual base management fee equal to $___________.

   (1) For each month, commencing with the date of this Agreement, Manager shall be paid the monthly portion of the base management fee equal to $___________ per month.

In addition to the base management fee referred to above, DDA may, at the DDA’s discretion, pay Manager an annual incentive payment. Such payment will be based on the performance and successful completion of goals as agreed upon by DDA and Manager prior to the effected period. The incentive payment will not exceed $__________ per year. It is the intent of DDA to encourage Manager to perform above and beyond the scope of everyday operations. Goals may be developed that stretch Manager’s performance to the maximum capabilities. As such, there is no expectation that Manager will routinely earn 100% of incentive.

Thirty days prior to the beginning of each contract year, DDA will provide Manager with specific criteria and goals to meet during the course of said year. At the end of each year Manager must submit documentation that describes efforts to meet expectations of described goals and justification to be used by DDA to evaluate success. DDA will within the next 30 days, provide Manager with an evaluation of performance during the previous year for their review and input. DDA will subsequently evaluate and score the performance. DDA will pay Manager based on the performance score.

Performance Incentive Plan criteria examples will be weighted and could include:

   i. General Satisfaction and Special Projects (12.5%)
   ii. Facility Maintenance and Cleanliness (12.5%).
   iii. Safety and Liability Claim Management (12.5%)
   iv. Maintenance Uptime and Availability of Technology (12.5%)
   v. Management Reporting and Budget Compliance (12.5%)
   vi. Auditing Compliance (12.5%)
vii. Personnel Training and Development (12.5%)

viii. Ann Arbor System-Specific Operational Training (12.5%)

The Performance Based Incentive Fee shall be paid at the end of each contract year, and the award of a Performance Based fee shall be made at the sole discretion of DDA.

E. In performing its responsibilities pursuant to this Agreement, it is understood and agreed that Manager is acting as an independent contractor, and Manager is not a partner, joint-venture partner, or employee of the DDA or the City of Ann Arbor. It is expressly agreed that Manager will not for any purpose be deemed an agent, ostensible or apparent agent, or servant of the DDA. Manager agrees to take such action as may be reasonably requested by the DDA or the City of Ann Arbor to inform the public, patrons of System, and others utilizing the services of Manager of such fact. Manager acknowledges and agrees that neither it, nor its employees or agents have any right, power, or authority to incur and will not incur any financial obligation, legal obligation or liability, or other obligation on behalf of, or binding upon the DDA or the City of Ann Arbor. Nothing herein shall diminish the right of Manager to receive reimbursement from DDA for the direct Operating Expenses set forth in this Contract, but DDA shall have no obligation to any third party, directly or otherwise, to pay for Operating Expenses.

F. DDA and Manager agree that during the term of this Agreement all personnel employed by Manager to operate the System shall be solely the employees of Manager and shall have no contractual relationship with DDA.

G. Manager shall be responsible for payment of income taxes, unemployment taxes, and payroll related taxes, if any, for all such employees.

H. Manager shall have full responsibility for hiring, firing, and managing its employees and/or agents. However, should the DDA request the removal of any non-union personnel for any reason, Manager shall remove such employee as soon as possible, but in any event no more than three (3) working days from the DDA's request, and replace such employee with another qualified employee, if asked by DDA. Manager shall comply with all applicable federal, state, and local laws and regulations. The Manager shall procure and keep in force all permits and licenses required by such laws and regulations. These laws and regulations include but are not necessarily limited to; the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Fair Labor Standards Act, Family and Medical Leave Act, unemployment compensation laws and regulations, and workers’ compensation laws and regulations.
II. Revenue

A. Manager agrees to collect or cause to be collected all the revenues due the DDA from the operation and use of System. Revenue shall include all sources of revenue including but not limited to irregular payments for special events, and any other sources that may occur from time to time throughout the term of the contract.

B. All receipts collected by Manager shall be deposited in a timely manner, typically the next business day, by Manager in the bank accounts designated by DDA.

C. In the event of a loss or theft of funds, Manager shall immediately notify DDA. The amount of theft or loss shall be paid to DDA by Manager within 30 days.

D. Manager will account for all permit parking income on an accrual basis. All permit receipts will be remitted to an Ann Arbor address determined by the DDA and deposited into the DDA's bank account. The Manager will follow the collection policy of the DDA and annually Manager will present to DDA a list of uncollectible permit accounts for approval to be written off.

E. Manager will submit for DDA approval, all accounting, collection, and cash handling procedures. Manager will strive to maximize revenues, but not at the expense of customer service or facility maintenance.

F. In addition to the routine audits/reviews performed by Manager’s local staff, which shall include among other items a quarterly comparison of active monthly cards to accounts being billed, the Manager shall have the following audits/reviews performed by personnel not involved with the System on a routine basis; the findings of which, shall be provided to the DDA.

   (1) Perform a financial audit of the System after any change in General Manager or Administrative Manager/Controller that would entail comparison of the daily revenue reports to the monthly operating reports and the bank statement for the month in question.

   (2) Perform a bi-annual comparison of the permit cards with access to the System, to the monthly billings for the same period, and review accounts receivable, aging and any billing adjustments.

   (3) Bi-annually, compare five randomly selected daily revenue reports to the tickets pulled during that day.

   (4) Compare the revenues and collections of all the automated pay stations on a bi-annual basis.

   (5) Compare monthly ticket reports to the tickets issued for the month on a quarterly basis.
III. Operating Expenses

A. DDA will not reimburse for expenses over the approved budget amounts.

B. Operating expenses shall include all ordinary direct operating expenses incurred by Manager for the operation of System covered by this contract and included in Schedule A. Operating expenses shall not include those items of a capital cost nature as included in Schedule B.

C. Manager agrees that it will keep complete and accurate record of all receipts and disbursements pertaining to the operation of System.

D. DDA will advance Manager $___________ at the beginning of this contract to be used to pay for the operating costs incurred managing System. Parking expense advance shall be reconciled annually and may be adjusted to match changes in expenditures and/or budget amounts. Any portions of said advance remaining at the expiration of this contract, including renewal periods, if any, shall be returned to DDA within 60 days.

E. For the purchase of any goods or services up to $15,000.00 annually from the same vendor, Manager shall verify they have obtained oral bids from three independent sources for such items. For the purchase of any goods or services expected to be in excess of $15,000.00 annually from the same vendor, Manager shall verify they have obtained written bids from three independent sources for such items. If Manager elects to select the vendor that is not the lowest bidder, a written request shall be made to DDA for approval. For the purchase of any goods or services over $25,000.00 a written request shall be made to DDA for approval. For reimbursement, all expenses that are not purchased specifically for System, or are invoiced by Manager, shall contain a copy of the original supplier’s invoice. If the goods or service is for multiple contracts there shall also contain the written method of allocation. DDA reserves the right to refuse group-purchased items through Manager, such as group health insurance, and have those goods or services purchased specifically for DDA’s operations.

F. Third party vendors shall be selected which best meet the needs of System and are agreeable to both Manager and DDA. DDA may override Manager’s preferred vendor.

G. Manager will submit to DDA an annual budget request six months prior to the beginning of DDA’s fiscal year with supporting documentation for any non-routine or large expenses. This request is subject to DDA approval and DDA may request additional supporting documentation. Manager’s budget request will be included in DDA’s budget process which includes approval by the City and final adoption by
DDA. DDA may amend the budget during the year.

H. Invoices shall be paid according to the terms of service for each vendor. Failure to pay according to terms of service resulting in disruption in service or fees may be considered a violation of agreement compliance.

I. Third Party Service Late Fees incurred due to late payments made by Manager shall be the responsibility of Manager and not the responsibility of DDA, unless documentation exists whereby DDA is directly involved with the timeliness of the invoice payment.

J. Costs borne by Manager for corporate-sponsored training and leadership development shall remain the expense of Manager unless otherwise agreed upon by DDA in writing and addressed in the annual budget process. Such costs may include industry conference participation and leadership certification. These costs shall not be considered costs of the operation of the system.

IV. Operations

A. Manager agrees to operate System in a high-quality and efficient manner following industry standard best practices, and all applicable laws including local ordinances,

B. Manager agrees to operate the facilities on DDA determined days and hours of operation. For all other hours, Manager shall ensure System shall be open for business or available free of charge on an unattended basis. The days and hours the system is not operational will be determined by DDA upon conference with Manager. At this time, free parking is provided to the public on Sundays and holidays. Manager shall regularly recommend to the DDA suggested changes to the operating hours of any facility to generate a greater net profit or to benefit the community goals of economic vitality and vibrancy.

C. Manager shall employ honest, competent, and courteous personnel who are adequately trained and capable of performing the duties assigned to them in accordance with this Agreement. Manager shall provide adequate staffing levels needed to afford acceptable levels of customer service. This may include, but not be limited to additional staff needed to accommodate special events and/or other special circumstances. All staff shall present themselves in a professional manner, maintain good hygiene, and wear neat and clean uniforms. Manager shall utilize nameplates on the exterior of all parking booths to clearly identify the cashier on duty (when applicable).

D. Manager shall provide appropriate job skills and customer service training to all employees on an on-going basis throughout the term of the Agreement.
E. Manager agrees that the fees charged for parking in the System shall be set by the DDA. Manager will be given thirty (30) days written notice of any changes.

F. Manager shall ensure at least quarterly visits to Ann Arbor by a Regional Manager employed by Manager. The purpose of the quarterly visits shall be to meet with DDA to discuss operations and maintain client satisfaction.

G. During the initial six (6) months of operation, Manager shall develop a Policies and Procedures Operating Manual for System and submit the Manual to DDA for final review, comment, and approval. The approved Manual shall be used in the operation of the System and for ongoing training of staff. The Manager shall annually amend the Manual to address new operating conditions and/or operating methodologies associated with System. In advance of approval of said plan Manager shall operate using industry best practices.

H. During the initial six (6) months of operation, Manager shall develop and submit to the DDA an Inventory of System equipment and components. The Inventory shall include equipment and components in excess of $5,000.00 per item (or group of associated items) with a product lifespan greater than twelve months. The Inventory shall be kept current and submitted to DDA annually in January and at time of contract expiration.

I. Manager shall promptly notify DDA of any issues that impact System operation or customer service, including but not limited to, equipment malfunction or outage and personnel issues. Examples include entrance lanes, exit lanes, or an elevator out of service. Reporting shall include details on expected duration of impact. Manager shall also notify DDA when the issue has been resolved.

J. Manager shall notify DDA promptly of any unusual condition or situation which develops in the course of Manager’s management of the System, such as, but not limited to, theft, impropriety, fire, flood, breakage and casualty, damage to property or injury to persons.

K. During design, planning and construction processes, DDA may ask Manager to provide expertise and advise on how to achieve maximum operational efficiencies.

L. DDA prefers that Manager maintain a web-based software reporting system to track revenues and expenses with access to authorized DDA personnel. Information to include and ability to display backup invoice details behind expenses and revenue detail for insight to the operation. Data sets to allow custom report creation for specific time periods and locations. Data to remain available during the life of the contract and subsequent renewals to allow historical insight.
M. At the request of the DDA, Manager shall explore options for, implement, and maintain an advanced analytic software program providing real-time dashboard metrics relevant to revenues by facility or selectable list of facilities, parking contract sales by facility, on-street meter reservations by space and block face, and utilization by zone and facility.

N. During initial three (3) months of operation, Manager shall develop and submit to DDA an Emergency Operations Plan. Plan shall include safety and protection of parking system employees, customers, and system assets, and include operational redundancy measures. Plan must be updated annually by Manager and submitted to DDA.

O. Manager shall be responsible for conducting a detailed parking space inventory of all assets and submitting changes to DDA on an annual basis or whenever substantial changes occur within the system. Detail to include type of space, such as ADA, EV charging, compact, etc.

V. Facility Maintenance

A. Manager agrees to keep the System clean, presentable, attractive, and in a safe and sanitary condition throughout the term of the Agreement.

B. Manager shall not permit anything thereon that violates any insurance provisions contained in the Agreement.

C. Manager shall perform (as a minimum) all housekeeping and preventive maintenance functions as outlined and detailed in the latest edition of the National Parking Association Parking Facility Maintenance Manual, including daily, monthly annual, or other applicable completion schedules. Manager to document completion of maintenance items in writing and note any items requiring additional service.

D. Manager shall implement a maintenance plan to address both daily and seasonal maintenance tasks such as general maintenance, landscaping, sweeping, power washing, and snow removal throughout System.

E. Manager shall be responsible for the daily and ongoing maintenance requirements of all mechanical systems including but not limited to the elevators, generators, fire suppression, ventilation, and storm water systems.

F. Manager shall be responsible for actively managing all warranties and bringing to DDA attention when warranties end.

G. Manager and DDA shall conduct at least one annual walk-through of System and create a maintenance and repair list for the year. Time and date of the annual walk-
through shall be determined by DDA.

H. Manager and DDA shall notify each other of any structural, mechanical, electrical, or other installations, or alterations to System required by statutes or regulations pertaining to air quality, environmental protection, provisions for persons with disabilities or other similar governmental requirements in writing. DDA may request Manager to make such installations or alterations with either its own staff or by a third-party contractor under their supervision. Any costs associated with such installations or alterations shall be considered a direct reimbursable operating expense.

I. Manager shall be responsible for completing an annual review of accessible parking space compliance throughout the parking system portfolio and submitting findings to DDA. At a minimum, compliance review will include pavement markings, accessible travel pathways, and regulated sign packages.

J. DDA shall be responsible for all major repairs (over $20,000.00) to the System. All minor repairs (under $20,000.00) including, but not limited to electrical, plumbing, pavement repair, painting of the exterior of a structure, replacement of lighting fixtures, window and glass repairs, repairs to the walls and floors, and maintenance of ventilation systems, elevators and signs shall be either completed by the Manager or a third-party contractor under the Manager's supervision, the cost of which shall be considered as a reimbursable operating expense.

K. Manager shall use reasonable diligence in the care and protection of System during the term of the Agreement and shall surrender said premises at the termination of the Agreement in as good condition as received; ordinary wear and tear accepted.

L. During design, planning and construction processes, DDA may ask Manager to provide expertise and advice on how to achieve maximum maintenance effectiveness and extend the durability of parking facility and equipment.

VI. Information Technology

A. Manager shall employ an in-house IT team with the technical competency and experience to create and maintain both effective and user-friendly customer and client facing IT applications, including but not limited to web-based payment and request systems, a System website, mobile payment applications, and other parking solutions.

B. Manager shall perform routine and preventative maintenance on all parking and information technology equipment with a goal of keeping all equipment up and running effectively.

C. Manager shall have the staff, capability, and capacity to recommend, procure, and implement new technologies to System as requested. As new technologies are considered or added to System, Manager shall provide DDA with project planning
details that include cost estimates, timelines, and schedule for implementation.

D. Manager shall abide by data ownership and access, PCI compliance and system security requirements as outlined in Schedule E. DDA shall retain all rights and access to the parking data generated from System.

E. Manager shall be required to be the merchant of record on behalf of the DDA, and to accept related responsibility, to facilitate acceptance of credit card payments throughout System. Manager shall provide DDA a report detailing credit card processing rates and associated fees annually.

VII. Insurance

Manager, and any of their subcontractors, shall not commence work under this Agreement until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire term of the Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, with a Best’s rating of A-7, and acceptable to DDA. The requirements below should not be interpreted to limit the liability of Manager. All deductibles and self-insured retentions are the responsibility of Manager.

Premiums with respect to such policies required to be carried by Manager shall be paid by Manager and shall constitute a reimbursable operating expense upon the submission of the original invoice and written evidence of how it was allocated to System. Such policies shall be subject to the approval of DDA for adequacy, form and protection. If the insurance coverage provided by Manager is deemed to have been canceled or not in force by DDA, DDA reserves the right to obtain coverage and cease reimbursement to the Manager for its insurance cost. Manager is responsible for maintaining all risk property insurance for the System and equipment contained therein naming both DDA and the City of Ann Arbor and Manager as insured.

Manager shall carry liability insurance in such amounts as shown below, pay all the premiums thereon when due and to cause such insurance to name the DDA, and the City of Ann Arbor as additional insured thereunder:

**Worker’s Compensation Insurance**, including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Workers' Compensation Policy Limits:  
Coverage A - Statutory  
Coverage B - $ 500,000.00

DDA acknowledges that all insurance coverage except Workers Compensation is subject to a deductible amount not to exceed two thousand five hundred dollars ($2,500.00) and that the payment of the deductible amount(s) will be considered as a reimbursable direct operating
expense of the System. Any losses not covered by the above insurance shall constitute expenses of DDA provided that such loss did not arise in whole or in part by the negligence or willful misconduct of Manager, its agents or employees.

**Commercial General Liability Insurance**, on an “Occurrence Basis” with limits of liability not less than $1,000,000.00 per occurrence, and $10,000,000.00 in annual aggregate. Aggregate limit requirement can be met by using an umbrella policy and/or excess policy or a combination of both.

$1,000,000.00 combined single limit (which shall include coverage for each occurrence for bodily injury and dishonest acts of Manager's employees and agents and property damage).

**Umbrella Coverage**, liability insurance limit of $5,000,000.00 (Umbrella Form) over the insurance required herein.

Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

**Automobile Liability**, including Michigan No-Fault Coverages, with limits of liability not less than $3,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

**Crime**, crime insurance coverage of not less than $ 100,000.00 covering acts of fraud, mysterious disappearance or theft of money, check alteration and forgery, computer fraud, funds transfer fraud, money order and counterfeit money crimes, employee theft and burglary, and including third-party crime endorsement.

**Additional Insured**, Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following as additional insureds: the Ann Arbor Downtown Development Authority, the City of Ann Arbor, and all elected or appointed officials, employees, volunteer board members or agents of either of the foregoing entities. It is understood and agreed by naming the foregoing additional insureds that coverage under this policy is primary, and any insurance any additional insured may have in effect shall be considered secondary and/or excess.

In the event of work performed by third parties within the System, either on behalf of DDA or Manager, such third parties will provide insurance coverage in the forms and amounts shown above, or other coverage as the DDA may reasonably require, naming both DDA, City of Ann Arbor, and Manager as additional insureds.

**Cancellation Notice:** Certificates evidencing all insurance coverage listed above shall be
furnished by the Manager to DDA and such certificates shall contain an endorsement requiring the insurance carrier to provide at least thirty (30) days written notice in the event of cancellation or material change. Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Ann Arbor Downtown Development Authority 150 South Fifth Ave., Suite 301 Ann Arbor MI 48104.

**Forest Avenue Parking Structure:** As it relates to the Forest Avenue Parking Structure, the Manager, and any of its subcontractors, shall not commence work under this Agreement until they have obtained the insurance required above, except the amounts indicated below, if different from the amounts indicated above, shall apply in the case of the Forest Avenue Parking Structure. Such insurances shall be kept in force during the entire term of the Agreement. The Manager shall be required to name the City, the DDA and the University of Michigan as additional insureds in the general liability and motor vehicle insurances.

- General liability insurance on an occurrence basis in the amount of $3,000,000.00 per occurrence and $10,000,000.00 annual aggregate.
- Motor vehicle liability insurance in the amount of $3,000,000.00 each occurrence combined single-limit bodily injury and property damage.
- Workers compensation to statutory requirements.
- Employers liability insurance in the amount of $500,000.00 each accident with a $500,000.00 disease policy limit and $500,000.00 disease each employee.
- $100,000.00 per occurrence blanket fidelity bond and $35,000.00 per loss broad form money and securities.
- Garage keepers liability insurance in the amount of $2,000,000.00 per occurrence.

**VIII. Indemnification**

Manager shall defend, indemnify, and hold DDA and its officers and employees, the City of Ann Arbor and its officers and employees harmless from and against all actions, costs, claims, losses, expenses, and/or damages, sustained by DDA attributable to the recklessness, carelessness, intentional wrongdoing, or negligence of Manager or any of its agents, servants, or employees from any cause, including, without limitation by specification, property damage and/or injury or death to any person or persons.

It is agreed that any actions, costs, claims, losses, expenses, and/or damages resulting from design or structural faults, or defects shall not be the responsibility of Manager.

Notwithstanding anything to the contrary contained elsewhere in this Agreement, neither the DDA nor Manager shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other property or any resulting loss of income, or losses under workers’ compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees, if, and to the extent that, any such loss or damage is covered by insurance which is maintained by either party, and such
insurance does not prohibit the foregoing waiver of subrogation.

**Forest Avenue Parking Structure:** As it relates to the Forest Avenue Parking Structure Manager shall defend, indemnify, and hold DDA and its officers and employees, the City of Ann Arbor and its officers and employees, and the University of Michigan and its officers and employees harmless from and against all actions, costs, claims, losses, expenses, and/or damages, attributable to the recklessness, carelessness, intentional wrong doing or negligence of Manager or any of its agents, servants, or employees from any cause, including, without limitation by specification, property damage and/or injury or death to any person or persons.

It is agreed that any actions, costs, claims, losses, expenses, and/or damages resulting from design or structural faults, or defects shall not be the responsibility of Manager.

Notwithstanding anything to the contrary contained elsewhere in this Agreement, neither the DDA nor Manager shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other property or any resulting loss of income, or losses under workers’ compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees, if, and to the extent that, any such loss or damage is covered by insurance which is maintained by either party, and such insurance does not prohibit the foregoing waiver of subrogation.

**IX. Health and Safety**

Manager agrees that Manager has been retained by DDA for reasons which include Manager’s expertise regarding the safety and health hazards associated with System and services to be performed by Manager. Manager agrees that it has and will have sole responsibility for the health, safety and welfare of its employees and all other persons performing services for System. At all times while performing services, Manager will also comply with all applicable health, safety, security and environmental procedures, policies, and guidelines of DDA.

**X. Penalties and Termination**

A. In the event of egregious and/or unlawful activity, or if Manager shall fail to abide to this Agreement fully and faithfully, DDA shall have the right to forthwith terminate the Agreement immediately, regain immediate possession of the System, and hold Manager liable for any damages resulting to DDA.

B. DDA may cancel this Contract for any reason without cause upon thirty (30) days’ written notice. Both DDA and Manager may terminate this Contract upon sixty (60) days’ written notice if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days’ written notice or such other reasonable time period to cure the default has been
provided. If termination shall be without cause, DDA shall pay Manager all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Manager, DDA shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by Manager as a result of the breach.

Notwithstanding the above, Manager shall not be relieved of liability to DDA for damages sustained as a result of any breach of this Contract by the Manager. The DDA may, in such event, withhold payments due to Manager for the purpose of set-off until such time as the exact amount of damages due to DDA is determined. The rights or remedies provided for herein shall not limit DDA, in case of any default by Manager, from asserting any other right or remedy allowed by law, equity, or by statute. Manager does not waive any rights or defenses in seeking any amounts withheld by DDA or any damages due Manager.

C. DDA may cancel this agreement if the City cancels its management contract with DDA.

D. If it shall become impossible on account of Force Majeure for Manager or DDA to fulfill its obligations under the Agreement, such party shall be excused from the performance of said obligation for the period that said performance is impossible. The term "Force Majeure" as used in this paragraph shall include: 1) fire, earthquake, flood, tornados, acts of God, strike or other labor disturbance beyond the reasonable control of Manager, riot or civil commotion, failure of power, law or regulation which prohibits performance, court order, insurrections, war or any other matter or situation of a like nature (including hostility, with or without formal declaration of war. 2) Any law regulation or order of any government authority prohibiting the performance of the obligations set forth in this Agreement.

XI. Other

A. DDA shall have the right to enter and inspect any facility, or part of a System facility at all times throughout the term of the Agreement. Manager shall provide an all access key to DDA to allow access 24/7.

B. It is understood and agreed that this Agreement shall be binding upon and inure to the benefits of the heirs, personal representatives, successors and assigns of the parties. The previous sentence notwithstanding, no assignment of or subcontracting under this Agreement or the rights and obligations of Manager shall be valid without the prior written consent of DDA and any attempt to assign or subcontract without such prior written consent shall be void.

C. Notwithstanding all provisions of this Agreement, it is mutually understood between the parties hereto, that this Agreement shall not in any way be construed to be a lease but is merely a recitation of contract provisions.
D. If any section of this Agreement is found invalid, unlawful, or illegal or becomes so, the remainder of the agreement terms shall remain in full force and effect.

E. The terms of this Agreement shall be modified only by a written addendum signed by both DDA and Manager.

F. DDA has the right to temporarily shut down part or all of System for repair at its sole discretion. In this case all fees and contractual obligations shall remain fully intact.

G. DDA has the right to add or remove spaces, facilities or services, to System in a permanent way, at its sole discretion. In this case all fees and contractual obligations for any deletions or additions to System shall be mutually negotiated.

H. Each facility shall maintain an activity log in which all non-routine occurrences should be documented. Examples of items to be included would be damage claims or injuries, road closures and elevator outages, operational equipment issues, among other items of note, for future reference and follow-up.

I. Employees of System must not perform work outside of System without prior notification to and approval by DDA.

J. Goods purchased by Manager for use in System become assets of System and shall remain with System in case of contract termination or expiration.

XII. Notification

Notice to both DDA and Manager shall be sent using overnight courier service; signature required for delivery, or by certified mail, return receipt requested; to the following addresses:

To DDA:
Ann Arbor DDA
150 S. Fifth Avenue, Suite 301
Ann Arbor, MI 48104

To Manager:
Name
Address 1
Address 2

This Agreement shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement Manager and DDA agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.
IN WITNESS WHEREOF, DDA has caused this instrument to be executed in its corporate name by its duly authorized officer and Manager has hereunto set his hand the day and date written.

ATTEST: ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY

BY: ______________________________
   (XXXXX), DDA Board Chair
DATE: ____________________________

BY: ______________________________
   (XXXXX), DDA Executive Director
DATE: ____________________________

ATTEST: [Manager Name]

BY: ______________________________
   [Name, Title]
DATE: ____________________________

BY: ______________________________
   [Name, Title]
DATE: ____________________________
SCHEDULE "A"
Operating Expenses – Manager (subject to addition and/or deletion)

1. Reasonable and allowable direct actual cost without markup of the wages for all personnel assigned to System (subject to the City’s Living Wage ordinance) which shall include payroll taxes, reasonable and actual fringe benefits, such as workers' compensation insurance at the State mandatory rate for parking attendants, unemployment insurance, social security, hospital, and sickness insurance.

2. Reasonable and allowable business telephone expenses for staff assigned to System.

3. Reasonable and allowable costs for licenses and permits necessary to operate System.

4. Reasonable and allowable costs for employee recruitment ads and pre-employment background testing and screening.

5. The itemized direct cost of Insurance to the extent required of Manager in this Agreement.

6. Reasonable and allowable costs for sundry items such as uniforms, tickets, and janitorial supplies for System.

7. Reasonable and allowable data processing expenses related solely to the processing of financial transactions and revenue and expense data for System to be paid to Manager with the monthly cost reimbursement.

8. Reasonable and allowable costs for normal maintenance and repairs to System including snow removal, repainting of stall markings, replacement or repair of signs, revenue control equipment, light bulb replacement, painting, and cleaning.

9. Reasonable and allowable legal or audit charges directly attributable to the operation of System other than those performed by the staff of DDA or Manager except to the extent covered below, if approved in advance by DDA.

10. Reasonable and allowable costs of special audits as required by DDA to be performed from time to time by Manager's staff auditor for the mutual benefit of DDA and Manager; provided, however, that the time and manner of the taking of the audit are approved in writing by DDA in advance. Special audit costs qualifying as Operating Expenses shall be limited to a mutually agreed upon per diem rate and the actual out-of-pocket expenses of the auditor during the period of an approved special audit.

11. The cost of the insurance deductible amounts as agreed upon. A copy of all claims will be forwarded to DDA. DDA shall approve the settlement of any claim over the limit of the policies.


Any changes to the costs listed above shall be approved by the DDA prior to being incurred.
SCHEDULE "B"
Operating Expenses - DDA (subject to addition and/or deletion)

1. Real and personal property taxes of DDA's properties leased for parking facilities.

2. All claims, expenses and/or damages arising from, or caused by structural or design deficiencies or by improper work or supervision during construction including without limitation, settlement, collapse or inadequacy of structure or equipment, and all repairs related thereto.

3. Debt service with respect to land, building and equipment for parking facilities.

4. Costs of legal and auditing fees of DDA.

5. Salaries and wages of all DDA employees, and costs incurred by DDA in the supervision of Manager.

6. Costs for maintaining elevators, sprinkler, and ventilation systems over $20,000.

7. System utility expenses including gas, electricity, and water.

8. Capital expenditures, improvements, alterations, additions, and all new equipment, including all architectural and engineering fees in connection therewith.

9. DDA shall provide all telephone service to facility offices, pedestrian elevator systems, and emergency management systems. Internet service connection to the parking facility offices and revenue control equipment will also be provided by the DDA. Monthly use and subscription costs for these services shall be considered a reasonable operating expense reimbursement.
SCHEDULE "C"
Monthly Report Content
(Subject to Change)

Off Street Summary
Off Street Revenue Report
Bank Reconciliation
Validation Sales Report
Ticket Summary
Payroll Report
Check Register
Payables Backup - itemized and detailed
Special Projects Report
On Street Summary
On Street Bank Reconciliation
On Street A/R Aging Summary
Meters In System
Meter Monthly Revenue Report
Meter Cash Card Revenue
Meter Revenue by Lot
Meter Bag Fee Waiver Report
General Ledger for Each Parking Facility
Management Summary for Each Parking Facility
Accounts by Rate Code for Each Parking Facility
Aged Balances for Each Parking Facility
SCHEDULE "E"
System Data Access and Security Requirements

All the direct and indirect costs of the labor, equipment, and other materials necessary for performing the functions as set forth in this document and in keeping with industry standards shall be included in the annual budgeting process.

Data Ownership
DDA shall retain all rights and access to the parking data generated from System. It is the intent of DDA to continue to use the data after the contract is terminated. Manager agrees that DDA will own the data and must agree to provide data upon termination of the contract to DDA in a readable electronic form agreed upon by both parties.

Manager shall be responsible for data retention and security compliance issues.

Back-up Files
Manager will ensure all parking system data is backed up daily to ensure any data loss due to system or equipment failure or data breeches is minimal.

Document Storage and Retrieval
Manager shall store all documents relating to operations for a minimum of five (5) years. Stored documents must be capable of being retrieved within 48 hours. Documents shall be stored in the Ann Arbor area.

Manager shall explain in detail the system they intend to use store documents and how the system shall ensure that documents are retained in usable condition at all times and not misfiled or misplaced.

PCI Certification
Manager must provide documentation that System equipment is PCI compliant and meeting payment card security requirements for Visa, MasterCard, American Express, and Discover, including, but not limited to PCI DSS (Payment Card Industry Data Security Standards), PA DSS (Payment Application Data Security Standards) and PABP (Payment Application Best Practices) requirements and other requirements as they are adopted by Visa, MasterCard, American Express and Discover.

Security
Security includes the protection of physical items such as records, files, communications networks, cash, checks and citations. Security shall also include guarding non-physical items such as the confidentiality of data, prevention of abuse, and limiting access to only personnel with proper authorization.

Manager shall fully cooperate with regular audits by DDA staff and implement internal audits that shall be performed to review control policies and procedures, both physical and non-physical security, and provide any sample testing that shall be provided to ensure security. The results of internal audits performed by the Manager shall be reported quarterly to the DDA along with a summary of issues, downtime, and software updates.
Manager will notify the DDA of any potential issues involving a data breach or similar security issues within 24-hours of discovery.

Manager shall provide written documentation describing the physical and non-physical security measures that will be in place.
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<th>Ann Arbor DDA Parking Management - Management and Other Fees</th>
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<tr>
<td>Operator:</td>
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<tr>
<td>Base Annual Management Fee</td>
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<td>Potential Annual Incentive Fee</td>
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Per Section 3 of the RFP, submit this form in separate sealed envelope marked "Fee Proposal".