

City of Excelsior
Notice of Work Session
of the Excelsior City Council

NOTICE IS HEREBY GIVEN that the City Council of the City of Excelsior will hold its regular work session on Tuesday, February 18, 2025 at 5:30 P.M. in-person at 106 Center Street, Excelsior, MN 55331 – Entrance is located on Center Street. The agenda for the meeting is attached hereto.

City of Excelsior
City Council Work Session

Agenda

Tuesday, February 18, 2025

106 Center Street, Excelsior, MN 55331 – Entrance is located on Center Street

5:30 P.M. – 6:30 P.M.

1. CALL TO ORDER/ROLL CALL
2. APPROVAL OF AGENDA
3. NEW BUSINESS
 - a. Review Parking Operator RFP
4. ADJOURNMENT

MEMORANDUM

Work Session Item 3

Re: Review Parking Operator RFP

Date: February 18, 2025

To: City Council

From: Kristi Luger, City Manager

Per the request of Councilmembers Caron and Tyler, the Council agreed to hold a special work session to discuss the parking operator request for proposals (RFP). Staff met with Councilmembers Caron and Tyler to discuss concerns and propose the following changes:

- The RFP currently states that 'the City is seeking to enter into an agreement with a qualified service provider'. Instead of only accepting proposals that encompass all the Scope of Services, the RFP will be modified to allow contractors to bid on select services.
- Clarify that Walker is assisting the City with the RFP process instead of managing it. All questions will be submitted to the City Manager and the RFP schedule (Section 2.1) has been modified to schedule the oral presentations on the date of a Council meeting. Staff recommend that Walker and staff evaluate all the proposals using the evaluation criteria (Section 5.1) and then develop a short list of contractors. The Council will then hear presentations from the short-listed contractors at the April 21 work session (tentative date).
- Ask Walker if other compensation models are utilized by parking operators, such as revenue sharing (Section 3.0). If other options are available, the RFP will be modified to include various compensation arrangements.
- Correct errors and streamline language as redlined in the RFP included in the packet. Some of the proposed changes and questions need to be clarified with Walker before the RFP is modified.

Councilmembers Caron and Tyler are also requesting the Council discuss the following topics during the work session:

- Parking enforcement philosophy (Section 6.2.15 of the RFP)
- Goals of the parking operator – Included in the packet are the objectives of the parking system that were discussed by the Council and a list of draft goals developed by Councilmembers Caron and Tyler

If the Council is supportive of the proposed changes, the Council should direct staff to work with Walker on making the changes before the RFP is issued.

Objectives of the parking system that were discussed by the Council:

Our Parking System Objectives:

1. Be ready to successfully launch the new public parking garage.
2. Accommodate the wide range of parking users we have in Excelsior – we want excellent access and customer service.
3. Create a system that offers convenient parking, paid parking, free parking.
4. Promote turnover of the most convenient, proximate parking stalls - those that are on-street - so that customers can find parking near businesses.
5. Generate enough revenue from our parking system to cover the costs of parking, and at a minimum, the amount it is contributing to the general fund, so that we don't have to rely on taxpayers to pay parking costs.
6. Provide the “right” amount of parking and use it as efficiently as possible.
7. Conduct consistent and fair enforcement of parking regulations.
8. Forecast the costs of maintaining our new parking garage and be fiscally prepared.
9. Consistently apply a parking-deficit based model for charging a maintenance fee to all businesses who rely on public parking stalls.
10. Ensure that it is convenient to access downtown on foot and by bike.
11. Ensure that residents and their guests can park on their street.

List of draft goals developed by Councilmembers Caron and Tyler:

Excelsior Parking RFP

Draft Goals—what are we looking for?

- Efficient out-sourced management of the parking system with cost effective solutions. Affordable.
- Enforcement to drive compliance with paid parking and time limited parking.
 - As friendly as possible: on-street parking ambassadors
 - Ramp enforcement
 - East Lot enforcement
 - Water St. time limitations—important to the success of business district
- System easy to use, technology intuitive to the user, effective signage will lead to satisfied customers. Apple not Google.
- Technology forward solutions
 - Limited parking stations. Technology changing quickly. Invest for the future. Adaptability.
- Open to more than one operator for the system. Allow segmenting parking responsibilities where cost effective and efficient. For example, ramp and lot management may be one provider, streets another provider.
- System should be self-sustaining and generate sufficient funds for annual and future maintenance expenditures. Residential tax base should not be taxed to support the commercial parking system.
- Open to payment models other than base rate and employee. Revenue share option vs Base rate/employee pay as currently in RFP. Predictable costs for the city.
- Ramp Operator should not duplicate work that the city and Red Leaf are contractually obligated to manage together. What daily / monthly minor tasks can PW manage? Trash pickup, sweeping, power washing?
- Key performance indicators to manage the service provider/operator. (How do we evaluate their performance?) Should not result in cost escalation to the city for operator to meet key performance metrics.
- Expectations for city management of operator. Regular oversight.
- Staff / Council review of respondents. RFP management by the city, not Walker.



Request for Proposals

City of Excelsior, Minnesota

Downtown Parking Operations Services

January 24, 2025



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Section 1.0 – Introduction

1.1 Overview and Background

1.1.2 Context

The City of Excelsior, Minnesota (hereinafter referred to as “the City” or “City”) is seeking to enter into an agreement with a qualified service provider (“Contractor”) for on-street and off-street parking management services for all managed public parking within the City of Excelsior city limits. Walker Consultants (“Walker”) will assist in managing the RFP process as the City’s designated representative.

The City requires a well-managed and financially stable parking operator with demonstrated skills and technical ability that provides high levels of customer service and satisfaction to fulfill the requirements outlined in this Request for Proposals (hereinafter referred to as “RFP”). The successful proposer (“Contractor”) will be awarded an Agreement to operate and manage public parking within the City’s downtown and adjacent areas (see forthcoming public parking map: i.e., the on-street metered and time-limited parking system and the City’s off-street parking facilities, which consists of one surface parking lot and one parking garage. The contract term will be three (3) years. A detailed Scope of Services is included in Section 3.0 of this RFP.

Review of proposals submitted will include, but is not limited to, evaluation of the following factors:

1. Applicable parking experience and references, including robust experience in the Minnesota market;
2. Proposed Management Fee;
3. Total budgeted costs as detailed on attached Form A;
4. Detailed operating strategy, including robust marketing plan (internet, signage, rates, operations);
5. Financial strength of Contractor;
6. Monthly reporting capabilities;
7. Key personnel to be dedicated to the parking operation; and
8. Local or regional support presence.

The downtown public parking system (the “Parking System”) to be managed by the Contractor consists of the following:

- On-Street Parking
 - Approximately 350 – 400 on-street metered parking spaces (priced at \$3.50 and \$1.00 per hour, with payment accepted using a mix of pay stations and mobile application)
 - Approximately 250 – 350 on-street unmetered parking spaces, including time-limited and residential parking-only restricted streets
 - Approximately ~~50~~16 metered boat dock spaces, priced at \$3.50 per hour
- Off-Street Parking
 - Approximately 150 surface lot spaces in the East Lot (time-limited, free-of-charge lot with event pricing).
 - 244 City-owned parking garage spaces at One West Drive (“Subject Garage”). The City intends to operate this as a time-limited, free-of-charge facility with event pricing. More information on this parking is included in the section below.

In addition to the public parking system, several private parking lots exist within the downtown and adjacent areas, serving the parking needs of specific businesses and land uses. Currently, at least three (3) public parking lots, amounting to approximately 100 parking spaces, have installed parking access and revenue control equipment in the form of fixed cameras to monitor the lots and sell parking access to transient parkers. Anecdotally, many public parking users think these lots are public City lots. There is an opportunity for the Contractor to establish beneficial partnerships with these private parking lot owners, although these conversations have not been had to date.

1.1.3 Parking System Characteristics Impacting Proposals

Other important considerations pertaining to the Parking System include the following:

- **Parking System Finances:** ~~All permit fees, metered parking charges, and citation revenue gets pooled into the City's General Fund. The City is working to establish a separate parking enterprise fund, but this process is not complete at this time.~~ Current parking revenue streams include metered parking (including dock meter revenue and event parking), enforcement citations, charter boat ~~maintenance parking~~ fees, ~~employee and resident~~ parking permits, ~~the~~ maintenance fee assessments, and ~~the~~ parking impact fees. The total operating revenue in 2023 was nearly \$753,000 in 2023 (up from approximately \$578,000 in 2022 and approximately \$441,000 in 2021), with metered parking revenue representing almost 79% of system operating revenue (approximately \$593,000). Revenues are expected to increase with the addition of the new public garage parking.

Commented [K1]: Include 2024 revenue with a note about one of the free parking being under construction.

~~Parking expenses include staff (including enforcement) time, parking lot maintenance costs, and miscellaneous expenses. Operating expenses were approximately \$184,000 in 2023, up from approximately \$161,000 in 2022 and approximately \$142,000 in 2021. Operating and capital expenses are expected to increase with the addition of the new public garage parking.~~

- **Permitting:** The City ~~currently~~ operates the following permit parking programs:
 - **Resident Permit Only:** Residents of 1st Street and Center Street (west of the main part of downtown) and Hidden Lane (to the east) have permits to park on-street, and parking on these streets is restricted to those with these permits.
 - **Resident Permits:** Resident parking permits are available to any resident in Excelsior for \$20 per vehicle annually. This permit allows residents to park in any metered parking area without paying for the meter. ~~However, it does not allow residents to overstay any posted time limits or other restrictions.~~
 - **Downtown Employee Permits:** Downtown Employee parking permits are sold to business owners and employees for \$225 annually. Like the resident permit, employees can park in any metered parking area and avoid paying the meter ~~while time limits and other restrictions still apply~~. Passes can be purchased at any time of the year, but all permits expire on December 31 of a given year. ~~Purchase of a downtown employee permit requires proof of employment in Excelsior (paystub or manager's signature).~~

- **Non-Resident Permits:** Non-resident permits are also sold at \$225 per year with the same policies as Downtown Employee Permits.

All current permits are physical vehicle stickers.

- **Parking System Enforcement:** Parking enforcement is currently conducted through a joint agreement with the South Lake Minnetonka Police Department (SLMPD). ~~Community service officers enforce Excelsior's parking ordinances proactively and upon service calls. The SLMPD employs a full-time public safety officer who operates in a community service officer capacity. Additionally, a part-time community service officer is used (and paid through an allocation by the City of Excelsior) to enforce parking between Memorial Day and Labor Day.~~ Officers do not follow a designated enforcement route, but routes typically cover the metered parking area and East Parking Lot. Information gathered indicates that enforcement is not conducted regularly.

Officers use the Glideparcs Enforcement Application, a cloud-based parking software offered by Premium Parking, to enter the license plate numbers of parked vehicles to determine if the plates are valid and paid. Vehicles in violation may receive violations, which are affixed to vehicles. The City of Excelsior gets a portion, but not all, of citation revenue collected.

Currently, no specific enforcement hours are posted, and by default, payment is required at all times at on-street metered parking. The City acknowledges that due to inconsistent enforcement and customer knowledge and habits, payment compliance may not always be high, but the City does not have data to validate this.

- **NOTE:** In contrast to the current situation where enforcement is conducted through a joint agreement with a separate jurisdiction, the City of Excelsior desires to bring parking enforcement under its purview with enforcement activities executed by the selected Contractor. Moving forward, the City desires to codify enforcement hours as Monday through ~~Sunday~~Saturday, 10:00 a.m. to 10:00 p.m., although at this time, this process has not started. Contractors should assume these enforcement hours as a basis for preparing their bids. In addition, and over time, the City is open to Contractors proposing additional days and hours of enforcement that would benefit the operation.

Importantly, besides being a thriving place with over 2,000 residents, Excelsior is a destination community, attracting visitors from throughout the region to enjoy the walkable, mixed-use downtown with its many shops, restaurants, and amenities. Its presence on Lake Minnetonka and the Port of Excelsior adds to its appeal. Excelsior is particularly busy during weekends, warmer months, nice weather, and events. Traffic and parking demand drop off considerably in the mornings, during the week, on poor weather days, and during the colder months.

As such, the City acknowledges that parking operations and enforcement must be responsive to the ebbs and flows of traffic and parking demand. Beyond ensuring Parking System (including the Subject Garage) upkeep and maintenance, a full year-round presence in daily parking operations and enforcement is unnecessary and not desired. **Proposers should account for the seasonal nature of parking demand and operational needs in their proposals and propose a commensurate approach and fee structure. Proposers**

should clearly indicate the extent of proposer staffing presence for operations and maintenance duties and, conversely, specific operations and maintenance duties that the proposer will not cover.

- **Hardware and Software Technology:** A Premium Parking mobile application allows customers to pay for on-street metered parking via a mobile app. Additionally, the City owns nineteen (19) Parkeon multi-space meter pay stations (Flowbird now owns Parkeon). Two pay stations are used for the city's boat docks, and seventeen (17) are used throughout the downtown on-street metered parking area.

Important Note: Payment for metered parking is made via a pay-by-plate approach. The City requests eligible Contractors submit proposals assuming Contractor will provide all applicable vehicle-mounted and handheld enforcement equipment and software necessary to enforce the pay-by-plate parking system and the current sticker-based permit system. Contractors should assume full responsibility for all enforcement operations (i.e., in all on-street and off-street parking facilities) in their proposals, entirely replacing all current enforcement staff, hardware, software, and processes. Provided hardware and software must be fully compatible and integrated with the current pay-by-plate approach, including current Parkeon pay stations and Premium Parking mobile application.

Commented [KL2]: Delete? We are looking to upgrade all of our technology and have only one provider going forward.

Requested additional services: City staff acknowledges its multi-space meter pay stations are reaching the end of their useful life and need replacement. The pay stations have been prone to issues, and the City has struggled to secure the necessary support to maintain them. Additionally, City staff is interested in exploring the transition to digital permitting for parking permits (although no commitments or approvals have been secured at this time). As such, the City requests proposers include the following in their proposals and proposed costs as additional services:

- Contractor providing upfront new pay station equipment, a mobile phone payment application, and a digital permitting solution, all integrated into an enforcement and payment processing backend.
- Contractor managing all aspects of a modern digital permit program, including permit sales, customer service, and enforcement. Such a program should include digital permits integrated with all enforcement technology and allow for convenient customer management of permitted vehicles.

The proposed approach and costs for additional services should be clearly delineated from base (required) services in the proposal. Capital start-up and operating costs of these additional services should be clearly separated and included on Contractor-provided pricing forms. The City welcomes proposed financing solutions for provided startup capital equipment expenditures. The proposer should clearly explain the equipment purchase and payoff process, equipment ownership, equipment maintenance, and other particulars.

- **New Parking Garage:** The One West Drive residential redevelopment project has recently been completed on the former site of the West Parking Lot at 329 – 339 Third Street in Excelsior. A covered on-site parking ramp was constructed as part of the development. Red Leaf Development owns the property, and the City owns the 244 parking spaces; the remainder of the garage is reserved for tenant parking. An on-

site building/property management team is in place. The Contractor will work with the property owner and manager to operate the City-owned portion of the garage.

The City is aware of cameras installed in the garage by the provider MPS that may be appropriate for LPR-based parking access and revenue control. The Contractor shall work with Red Leaf Development and the City to execute an appropriate operations plan for the City-owned portion of the garage.

Due to the nature of the garage's design, the site constraints, and Minnesota weather demands, continued routine maintenance and upkeep of the garage is essential, including regular assessments of potential more significant maintenance issues and continued collaboration with the City on garage maintenance and upkeep. More information on maintenance duties is included in Section 4.0 Scope of Services. However, the City intends to collect payment for use of this garage during events and would like Contractor to manage event parking operations.

- **Customer Service, Marketing, Communications, and Community Engagement:** The chosen Contractor must emphasize quality customer service, community engagement, communications, transparency, and marketing of system options and resources, and collaborative community engagement. The City views efficient and well-managed parking as a critical component to the continued success and vibrancy of downtown. The selected Contractor must provide a customer-first approach, emphasizing clarity of options and resources and compliance over punitive enforcement to the extent possible.
- **Potential Policy Changes:** The City reserves the right to modify parking rates, rules, and regulations and introduce and modify parking permit programs over the life of the management agreement.

The City seeks a Contractor to operate and manage all aspects of the Parking System and public parking program referenced herein, including payment collection, customer service, enforcement and adjudication, communications, marketing, community engagement, permitting, maintenance, signage, and wayfinding upkeep. More details are included in this RFP's Section 4.0 Scope of Services.

Figure 1 below depicts the downtown Excelsior Parking System.

Figure 1. Downtown Excelsior Public Parking System



Source: Walker Consultants, 2024



1.2 Proposal Submittal Details

Questions regarding the RFP must be submitted in writing, electronically via e-mail to:

Kristi Luger
City Manager
kluger@excelsiormn.org

Questions shall be submitted **no later than 5:00 p.m. Central Time on March 7, 2025**; questions will not be accepted after this time and date. Written answers to questions will be provided to registered participants through an Addendum issued on or about **March 14, 2025**.

The City is not responsible for any costs incurred in the preparation and submittal of proposals. Furthermore, all proposals and materials submitted shall become the City's property and will not be returned. The City reserves the right to reject any proposal(s) in whole or in part, to negotiate with all, some, or none of the Proposers, to terminate the procurement, and to award an agreement to the Contractor whose proposal is most advantageous to the City.

All information and materials in this document or furnished by or on behalf of the City are provided without representation or warranty regarding the accuracy, completeness, or otherwise of such information. They are provided to potential Contractors without any recourse whatsoever.

1.3 Contractor Qualifications

The selected Contractor shall provide clear and logical solutions to meet the needs outlined in this RFP. The successful Contractor shall demonstrate the ability to effectively enforce local and state parking regulations that most effectively meet or exceed the requirements outlined in the RFP. Contractor must have parking enforcement and parking experience in all practical areas and must be able to demonstrate said experience through documentation, references, and past successes in managing on-street and off-street parking in a community similar to Excelsior, which sees seasonal and fluctuating demand. The successful Contractor must clearly show the ability to provide service, collect appropriate data, and develop a professional report and presentation.

Proposals must meet all requirements of this RFP. In addition, if, based on Contractor's experience, alternative implementation approaches exist that will ultimately assist the City of Excelsior in achieving its objectives through different solution approaches, Contractor is encouraged to offer such alternatives and their rationale. Alternatives shall be included as additional suggestions, not as replacements for the required responses outlined in the RFP, and must be clearly labeled as alternatives.

No Contractor or entity comprising Contractor may submit more than one proposal under the same or different names or as part of multiple organizations. Subcontractors may participate on multiple teams; prime Contractors may only participate in one proposal. The City reserves the right to disqualify any Contractor or entity comprising Contractor that submits more than one Proposal in response to this solicitation.



1.4 Contract Term

The term of the selected Contractor's Parking Management Agreement shall commence on the effective date and shall be for a period of three (3) years, with two (2) additional terms of one-year renewal options following the initial term at the sole discretion of the City.

Section 2.0 – RFP Schedule

2.1 RFP Schedule

The following schedule is included as a guide for implementing the RFP. The dates and times are subject to change at the City's direction. **Times noted are local Central Time (CT).**

RFP Document Issued to Contractors	Monday, February 10, 2025
Pre-Proposal Site-Tour	1:00 p.m. on Tuesday, February 25, 2025
Written Questions Due to Walker <u>the City of Excelsior</u>	Before 5:00 p.m. on Friday, March 7, 2025
Addendum Issued	Friday, March 14, 2025
Proposal Due Date	5:00 p.m., Friday, March 28, 2025
Notify Short-listed Bidders of Oral Presentation Date	Friday, April 4, 2025
Oral Presentation by Short-listed Contractors	Approximately Wednesday <u>Monday</u> , April 24 <u>21</u> , 2025
Contract Negotiations	TBD
Management Commencement Date	May 12, 2025

2.2 Site Tour

A mandatory pre-proposal conference will be held starting at **1:00 p.m. CT on Tuesday, February 25, 2025**. The conference attendees will assemble at the Excelsior City Offices located at 350 Highway 7, Suite 230, Excelsior MN 55331 where a brief discussion of the RFP terms and conditions will occur. Contractors will then participate in a guided tour of the Parking System. The following items pertain to the pre-proposal conference criteria:

1. Before the conference, Contractors shall submit a list of persons attending the event. The list of attendees must be submitted via e-mail to Kristi Luger (kluger@excelsiormn.org).
2. Contractors are requested to limit the number of attendees to three (3) persons.
3. The conference aims to discuss RFP requirements and familiarize potential Contractors with the Parking System.
4. Questions that arise during the conference shall be submitted electronically via e-mail to Kristi Luger by 5:00 p.m. (CT) on March 7, 2025.
5. The addendum will make changes to the RFP requirements that may result over time and provide answers to all questions submitted by Contractors.
6. Contractors should not rely upon statements made by the City or Walker during the conference.

Section 3.0 – Parking Management Agreement Basic Terms

The following highlights the basic terms of the anticipated Parking Management Agreement (the “Agreement”) by and between the City and Contractor, to be established following selection and Council approval of the preferred Contractor. Following notice of award, the City will engage with the selected Contractor to execute a parking management agreement with all appropriate terms and conditions.

1. **Term:** An Agreement for a term of three (3)-years will be established; the City retains the sole option to renew the agreement under the same terms and conditions for two (2) additional one-year terms following the initial term.
2. **Scope of Work:** Contractor will provide all necessary materials, staff, expertise, and services to carry out the required Scope of Services outlined in this RFP.
3. **Compensation:**
 - A. **Base Management Fee:** As compensation for services rendered, the City will pay Contractor a Base Management Fee for the professional services provided to manage and administer the Parking System. The base fee will equal an amount agreed upon and included in a final negotiated Parking Management Agreement.
4. **Costs of Operations:**
 - A. **Parking System:** The City will reimburse Contractor for only those direct labor costs and expenses resulting from the operation of the Parking System. Expenses will be reimbursed to the extent that they are paid (without markup) in performing Contractor’s obligations under the Agreement. Payroll expenses will be reimbursed for hours spent onsite in exclusive service to the Parking System. Liability insurance, with minimum limits as detailed in the sample Agreement, may incorporate a “self-insured retention” provision. The City-chargeable deductible for such insurance must be disclosed. Operating expense mark-ups and Contractor fees (such as accounting and data processing) are not reimbursable expenses. Contractor overhead and profit are exclusively covered by the Base and Incentive Management Fees. See provided Form A for anticipated reimbursable expense line items.
5. **Capital Improvements:** During the Term, specific capital improvement projects that originate and are financed by the City may occur. Contractor may be required to adjust staffing schedules and/or operating methodologies from time to time to accommodate these types of projects. Other capital expenditures include the upfront equipment costs requested in Section 1 as additional services.
6. **Governing Law and Dispute Resolution:** The contract shall be governed by the laws of the State of Minnesota.

Commented [K3]: Can there be an option to do revenue sharing?

Commented [K4]: Is this cost certain? Does the City have any control of labor costs?

7. **Indemnification:** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City of Excelsior, Minnesota, and their agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Indemnification will be detailed in the terms of the management agreement.

Section 4.0 – Proposal Submittal Requirements

Responses shall be submitted electronically via email to the City's designated contact and to the City's consultant at the email addresses listed in this RFP. All submittals will become the property of the City, and no materials will be returned.

4.1 Proposal and Qualifications

The City seeks a qualified firm with the experience, staff, and financial resources to perform the full range of services described in this RFP. Only those Contractors (principals, management, and operating team) who demonstrate they have at least ten (10) consecutive years of experience operating no less than three (3) on-and off-street parking management operations, with the size and volume commensurate with the City of Excelsior Parking System discussed in this RFP will be considered qualified. Contractors are required to submit a proposal answering all questions and requests for information included on **Forms A - H**, including all of the following:

4.2 Cover Letter

The cover letter shall contain a commitment to provide the services described herein and the name and signature of Contractor's Representative authorized to negotiate an Agreement with the City.

4.3 Table of Exceptions

Contractors must state whether their proposal does or does not fully comply with the requirements defined in this solicitation and will provide a detailed list of exceptions to the Scope of Services, Sample Management Agreement, 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 the specific exception, non-conformance and/or substitute language proposed. Failure to identify specific non-compliance items will result in the City assuming Contractor is compliant. Changes to the sample Agreement may not be considered or negotiated if not submitted as part of Contractor's proposal. The City may modify or reject any exception or proposed change at its sole discretion.

4.4 Project Approach

The following items should be included with each submittal:



1. A brief history of the firm, its structure, skill, and experience in managing similar municipal parking operations.
2. A description of the approach that will be taken to execute the parking operations duties outlined in this RFP.
3. Three (3) references with recent knowledge of Contractor's work. By providing references Contractor agrees that the City may contact each reference.
4. An organizational chart and resumes for the key personnel responsible for each aspect of the scope of work and your firm's primary contact person for this RFP.
5. A brief description of any pending legal actions.

4.5 Required Forms

All forms submitted will designate Contractor by name on the individual form.

Proposals will be submitted electronically as PDFs, including the Excel files, to the City and Walker. Proposals shall include the following unless otherwise stated:

- Form A – Operating Expense Budget (Year One) (Excel file);
- Form B – Management & Other Fees (Excel file);
- Form C – Staffing Plan (Excel file);
- Form D – Start-Up Budget (Excel file);
- Form E – Qualifications;
- Form F – Operations, Maintenance, and Event Management Plans;
- Form G – Authorization to Release Information; and
- Form H – Proposed Form of Agreement

Section 5.0 – Evaluation Process and Criteria

5.1 Evaluation Criteria

Submittals will be evaluated by one or more evaluation committee members using the following criteria:

1. **Experience with on-street and off-street parking operations.** This includes but is not limited to, whether the proposer has the preferred qualifications, prior experience with municipal on-street and off-street parking operations of similar scope and complexity, and capacity to perform the requested services.
2. **Comprehensiveness of the proposed services regarding the requirements outlined in this RFP,** including, but not limited to, the proposed operating methodology and proposed operating expense budget;
3. **Credentials of the firm,** including demonstrated financial stability, experience of staff, and quality of the references provided; and



4. Proposal with the most **cost-effective base management fee structure** to provide the parking services outlined in this RFP.

The City reserves the right to reject any or all proposals or parts thereof as deemed necessary. The City reserves the right to award or choose not to award to a Contractor. The City reserves the right to award to the sole responsible Contractor whose offer best conforms to the requirements of this solicitation and is most advantageous to the City.

Contractors in the competitive range, determined by all applicable evaluation committees to be qualified to be in contention for negotiations or contract award, will be added to a "short list" of finalist candidates. Short-listed Contractors may be required to make an oral presentation. Failure to report for an oral presentation will be cause for dismissal of that Contractor from consideration.

The City may negotiate with "short-listed" Contractors to discuss deficiencies in their proposals and ensure Contractor fully understands all requirements and has or can obtain the required equipment, personnel, materials, insurance, and/or services.

The City retains the right to require additional information, including revised pricing or a best and final offer from any Contractor, to determine the accuracy of the information in their proposal. Proposals found to be based on inaccurate or misrepresented information may be dismissed from consideration.

Section 6.0 – Scope of Services

The City of Excelsior, Minnesota, seeks a qualified Contractor to provide on-street and off-street parking operations services for all managed on-street and off-street public parking within the city limits. The chosen Contractor shall comply with all requirements described in this Scope of Services section.

6.1 Operations Management Overview

The selected Contractor shall adhere to the operational standards outlined in this section, including but not limited to:

1. Operate the City's on-street and off-street parking system, which includes back-office operations, permitting, customer service, equipment repair, maintenance and functionality, revenue and fine collections, and parking enforcement.
2. Implement an intelligent, user-friendly, communications-focused parking system, responding to the current and future needs of residents, visitors, businesses, and service contractors through active planning, management, and communications.
3. Work closely with City designees. The City will maintain all ownership rights and full access to all program management data.
4. Serve as a liaison between the public and the City on public parking matters to ensure a high degree of system performance and customer service.
5. Professionally manage compliance with parking regulations in the designated city rights-of-way, utilizing industry-leading technology.
6. Write and issue citations for vehicles improperly parked in the public right of way.
7. Provide supporting documentation for hearings and appeals regarding parking violations.
8. Provide appropriate staffing to support the paid and managed parking program during all designated operating hours.
9. Manage maintenance of parking pay stations, equipment, the city garage and lots, and parking and curb signage, including hardware and software.
10. Provide a method for collecting parking revenues from pay stations, mobile payment applications, fines from citations, and other parking revenue programs.
11. Manage all event parking operations.
12. Professionally provide enforcement, booting, and towing services.
13. Furnish all operating reports, spreadsheets, or data sets requested by the City.
14. Provide and maintain a professionally designed website (integrated with the City's website) to communicate information about paid and time-limited parking options, payment options, permit options, parking citations, event parking, booting, towing, and complaint procedures.
15. Develop and provide telephone, email, and online complaint procedures.
16. Management and operation of the Subject Garage, including supervision of vehicle parking and circulation inside the Subject Garage, plus administration, implementation, processing, permitting, and enforcement of credential use.
17. Collection of and accounting for all cash and other payments from any source derived for the use of the Subject Garage, including sums payable concerning daily, monthly, event, and validation parking fees.

18. Operation and maintenance of the Subject Garage and other equipment installed or utilized at the Subject Garage;
19. Janitorial services as detailed in the Agreement;
20. Employment of parking personnel needed to maintain the highest level of customer service and effectively manage and operate the Subject Garage for public parking. All staff members must be fluent in English and must be able to understand and be understood when conversing with English-speaking customers, without exception. All employment candidates must pass criminal background and driver's license checks as applicable for employment.
21. Maintenance of accounting records of all income and expenses related to the management and operation of the Subject Garage for auditing and financial reporting purposes.
22. Periodic consultation with the City on matters related to the operation of the Subject Garage.
23. Provision of parking data to the City in a data visualization and manipulation form acceptable to the City.

More detail on the Contractor scope of work is included in the following sections.

The following are the specific services to be performed by the chosen Contractor. The scope of services is separated into the following:

- 6.2 General Service Requirements, which apply to Contractor and the entire Parking System;
- 6.3 On-Street Parking Services, which apply to the managed on-street parking system, including boat parking at the Port of Excelsior and
- 6.4 Off-Street Parking Services, which are specific to the Subject Garage and the East Lot.

6.2 General Service Requirements

This section applies to the Parking System as a whole.

6.2.1 Marketing, Communications, Customer Service, and Community Engagement

Contractor will manage the revenue collection process associated with the Parking System in a secure and fully auditable manner. Contractor is also responsible for collecting the operational data for the services provided within the scope of this Agreement so that they are documented and formatted transparently, providing for efficient management and oversight by the City. Contractor shall perform operations according to the following minimum requirements:

1. Contractor must:
 - a. Demonstrate exceptional verbal and written communication and interpersonal skills.
 - b. Foster a superior parking experience for motorists, making finding a parking space easier, faster, and more convenient.
 - c. Incorporate strategies that help to reduce traffic congestion and expand parking availability, access, and navigation.
 - d. Respond to all inquiries, issues, escalations, and recommendations within 24 hours, Monday - Friday.
 - e. Meet regularly and build relationships with City officials, the Police, business owners, neighborhood and community representatives, and the public.
 - f. Provide customer-focused services, collection activities, enforcement, and citation processes.

- g. Support City initiatives related to parking.
 - h. Stay abreast of current parking technology, best practices, industry trends, processes, and operational excellence, promptly communicating such to City officials.
2. Contractor will be required to provide professionally developed and maintained web content to the City to communicate rates and pertinent operational information (including construction alerts, event parking, special offers including prepaid parking, and customer service guidance, plus other topics as applicable) to the parking public. Content will be housed within the City's website. Contractor shall also fully cooperate and inform the City about future initiatives for communicating parking information on its website or through other electronic means.
 3. Contractor agrees to work with the City to develop guidance for customers to inform them of best practices to avoid citations, actions to take if a citation is received, and steps necessary for contesting citations. Guidance methodologies may include but are not limited to:
 - YouTube videos
 - Parking and enforcement website or social media posts
 - Emails or texts to customers
 - Onsite informational signs
 - Press releases
 4. Contractor agrees to participate in services intended to enhance the customer experience, create and implement a customer service plan, and attend public meetings as requested by the City. The City's top priority is to enhance the customer experience through the on-street parking program. Contractor agrees to participate in community engagement activities relevant to the Parking System and any other meetings as requested by the City.
 5. Contractor must hold at least two public open houses to familiarize the public with Contractor within the first six (6) months of the Agreement term. These meetings will be geared towards notifying the public of changes to the Parking System, introducing the public to new technologies being used, and informing the public about best practices to avoid non-compliance.
 6. Contractor agrees to participate in all new activities associated with Parking System rates, rules, and regulations changes. As part of these activities, Contractor agrees to attend community and City Council meetings to successfully implement changes to the Parking System.
 7. Contractor agrees to incorporate education for parking customers, multiple options for paying citations, signage improvements, and full integration with mobile technology. Alternate citation payment options will be considered throughout the term of this Agreement to improve compliance and customer convenience.

6.2.2 Customer Complaints

Contractor will implement a methodology for handling customer complaints, completing incident reports, and reporting the nature and reasonable disposition to the City. Contact information and directions for handling customer complaints and questions will be posted in clear view throughout the Parking System and on the

parking website, with content updated by Contractor as needed. Contractor will respond to customer complaints or comments within 24 hours of receipt and will provide the City with a record of those complaints as they occur.

Contractors must develop and provide telephone, email, and online complaint procedures.

1. Contractor will respond to all complaints courteously and professionally within two (2) business days.
2. Contractor must maintain a monthly log of all complaints and resolutions, including:
 - a. Dates
 - b. Times
 - c. Names
 - d. Description of issue
 - b. Resolution

6.2.3 Vehicles, Hardware, and Software Needed for System Operations

1. The selected Contractor is expected to furnish, operate, and maintain the necessary in-vehicle, handheld, and back-end enforcement and management hardware and software needed to operate and enforce the City's pay-by-plate parking system. Contractor shall bear all software and hardware costs associated with operation of the Parking System.

In their proposals, contractors should assume full responsibility for all enforcement operations (i.e., in all on-street and off-street parking facilities), entirely replacing all current enforcement staff, hardware, software, and processes. Provided hardware and software must be fully compatible and integrated with the current pay-by-plate approach, including current Parkeon pay stations and Premium Parking mobile application.

Under the additional services described in Section 1, the Contractor will furnish all equipment needed to operate the on-street and off-street parking systems, and capital start-up costs shall be separated.

2. Contractor's enforcement vehicles must be integrated with GPS tracking devices to monitor employee activity and safety.
3. Contractor will be responsible for keeping the City abreast of the latest technology (both hardware and software-related) regarding its parking infrastructure and management.
4. Contractor will advise the City in advance of equipment purchases needed to ensure that the City's parking infrastructure is at or above industry standard.
5. Upon verification of delivery or installation, the City will assume ownership of data generated by the pre-approved software and hardware system purchases, as determined by the nature of the purchase and agreed to by both Contractor and the City.

6.2.4 Event Parking

Contractor will provide staff for payment collection and appropriate traffic direction, enforcement, and customer service coverage during all designated City events throughout the year. Contractor should assume the City will host up to seventeen (17) annual total events in downtown Excelsior: ten (10) all-day events, and seven (7) afternoon/evening concerts in the park. The City intends to institute event rates for metered on-street parking (\$5/hour) areas and collect fees for parking in the East Lot (\$20 flat rate) and the Subject Garage (\$25 flat rate). Contractor shall provide an appropriate number of trained personnel and supervisors to ensure a premium parking experiences for event attendees. Contractor shall work with City designee, at the beginning of each year, to establish an annual event calendar. Any date not listed on the calendar that the City wishes to have additional staff and event parking rates shall require a minimum 30-day notice.

Commented [K5]: What does this mean? Directional signage?

6.2.5 Sign Standards and Communication

Contractor agrees to maintain the following sign standards:

1. At the commencement of the contract and on an annual basis thereafter, Contractor agrees to assess existing parking and parking signage on a block-by-block basis, develop a replacement and upgrade plan, and submit it to the City for review and approval. The City is pursuing an updated parking wayfinding and signage strategy in downtown, and welcomes the input of the Contractor on this process.
2. Contractor agrees to maintain an inventory of parking regulation signs and provide the City description of the sign, GPS coordinates, type (MUTCD designation), photo, date of installation, mounting height of each sign on a pole, and post type.

Contractor agrees to the following communications review standards:

1. Contractor agrees to include information on pay stations that allows customers to notify Contractor of malfunctioning pay stations.
2. Contractor, or a third party designated by Contractor, must develop marketing materials for customers on how to use mobile applications and how mobile applications are integrated into the on-street parking and curb system.
3. The City reserves the right to approve all marketing materials and formal communications to the public. The review of materials may include approval from the City.

6.2.6 Booting and Towing

Contractor and subcontractor must provide all booting and towing services for vehicles that violate parking and parking regulations.

1. Contractor and its subcontractor(s) must abide by all ordinances, codes, and regulations and conform to all standards set by the City, County, and the State of Minnesota.
2. The City retains the right to set and control all fine amounts and booting fees.



3. Contractor must remain current with Minnesota Department of Revenue and Minnesota Department of Driver Services (DDS) specifications, modifications, and changes to the Minnesota Department of Revenue and Minnesota DDS databases, systems, and procedures.
4. Contractor must interface with the Minnesota Department of Revenue and Minnesota DDS personnel through telephone, mail, and face-to-face communications to develop, maintain, and nurture a constructive, efficient, and effective working and collaborative relationship.

6.2.7 Staffing

Contractor shall provide in its submittal a company organizational chart and resumes for the key staff members proposed to manage the contract. Appropriate managers and supervisors are required to manage all Contractor personnel, ensuring that posts are filled with the proper number of trained and qualified personnel and that such personnel effectively implement the City's directives in a way that reflects positively on the City.

Contractor must coordinate background checks and drug screening for all personnel. Effective employment of parking and enforcement personnel is needed to maintain the highest level of customer service and effectively manage and operate the on-street parking, parking, and enforcement programs. All staff members must be fluent in English and must be able to understand and be understood when conversing with English-speaking customers, without exception. All employment candidates must pass criminal background and driver's license checks as applicable.

As part of their proposal, Contractor shall submit a detailed Staffing Plan demonstrating their approach to effectively staffing, operating, and managing the City of Excelsior Parking System.

Moving forward, the City desires to codify enforcement hours as Monday through ~~Sunday~~Friday, 10:00 a.m. to ~~10:00~~10:00 p.m. Contractors should assume these enforcement hours as a basis to prepare their bids. In addition, the City is open to Contractors proposing additional days and hours of enforcement that would benefit the operation.

6.2.8 Training

Contractor must require all staff to undergo regular customer service training designed by Contractor. Contractor must develop training modules for each topic relevant to the activities addressed in this RFP and submit them to the City for review and approval at least annually.

6.2.9 Operations, Maintenance, and Event Management Plans

Contractor shall include proposed Operations, Maintenance, and Event Management Plans, to be included on Form H of this submittal.

Enhancement of parking compliance is a significant priority for the Parking System. To this end, the selected Contractor shall develop standard operating procedures (SOP) to issue parking citations. Citation procedures shall include the utilization of a grace period before the issuance of a parking citation. Grace periods shall be standardized across the Parking System. Contractor agrees to work with the City on the best technical way to implement grace periods as a part of the citation procedure. Contractor must provide the SOPs to the City for review within three months of commencement of operations.



Contractor agrees to work with the City to integrate the administrative hearing process with issuing and contesting citations. Contractor agrees to provide access to its citation system and integrate it with a management platform that can be utilized during the administrative hearing process.

Contractor agrees to allow the City to conduct a monthly audit of citations issued related to the Parking System to determine the accuracy of citations issued by Contractor. This monthly audit shall take place within 15 days prior to payment of the previous month's activity. During this monthly audit, the City and Contractor will determine the total number of citations issued, the total number of citations contested, and the total number of citations "issued in error" by Contractor.

The City shall set a maximum threshold of citations "issued in error" at 2% of the total number of citations issued during the previous month. In the event that Contractor has issued over 2% of citations in error, Contractor agrees to incur a penalty for the citations written in error during the previous month, hereafter referred to as Erroneous Citation Penalty. The City agrees to discuss this with Contractor and not hold Contractor responsible for issuing citations written in error due to force majeure.

Contractor will work with the City to improve the accuracy of citation issuance.

6.2.10 Management Agreement – Fee Structure

Under the terms and conditions of the Agreement, the City will pay Contractor compensation based upon the base management fee structure proposed for the City of Excelsior Parking System and included on Form B submitted with Contractor's proposal.

The City acknowledges that any management agreement that includes the provision of initial new equipment will result in capital funding necessary beyond the management fee. The City welcomes proposed financing solutions for provided startup capital equipment expenditures.

6.2.11 Insurance

At all times during the Agreement's term, Contractor and its subcontractors will maintain insurance policies as stated below:

Contractor, at the expense of City, shall carry and maintain insurance (subject to City's right to select the agent or issuer) as follows:

1. Worker's compensation insurance in compliance with the Workers' Compensation rules and statutes of Minnesota.
2. Employer's liability insurance on all employees for the Subject Garage not covered by the Worker's Compensation rules and statutes of Minnesota, for occupational accident or disease, for limits of not less than \$100,000 for any one occurrence, or whatever is necessary to satisfy the requirements of the umbrella liability insurance specified in subparagraph (a)(vii) below.
3. Comprehensive general liability insurance on an occurrence form basis with limits of not less than (x) \$1,000,000.00 per occurrence without any annual aggregate limit except with respect to products or completed operations exposures, or (y) \$1,000,000.00 per occurrence with an annual aggregate limit of \$2,000,000.00 per location, with a deductible of \$2,000.

4. Garage liability insurance on an occurrence form basis with limits of not less than (x) \$1,000,000 combined single limit without any annual aggregate limit, or (y) \$1,000,000 per occurrence with an annual aggregate limit of \$2,000,000 per location, with a deductible of \$2,000.
5. Garagekeepers' legal liability insurance, insuring the automobiles valet parked at the Subject Garage, with limits of liability on a per vehicle basis not less than \$250,000 and on a per occurrence, per location basis not less than \$1,000,000 aggregate, with a deductible of \$2,000 for damage and \$5,000 for theft of an automobile.
6. Comprehensive crime insurance including employee theft, premise, transit/ depositor's forgery coverage, with limits of liability as to any given occurrence of \$10,000 for monies and securities inside and outside the Subject Garage.
7. \$100,000 on account of any employee dishonesty with a deductible of \$2,000.
8. Umbrella liability insurance, in the excess following form with respect to general liability, employer's liability, garage liability, and garage keeper's legal liability insurance, with an annual aggregate limit of not less than \$10,000,000.

6.2.12 Designated Representative

The designated representative listed below will manage the Agreement on behalf of the City and act as the primary point of contact with Contractor's designated project representative.

City of Excelsior's Designation Agreement Representative:

Kristi Luger
kluger@excelsiormn.org

6.2.13 Banking

Contractor will be the merchant of record on all revenues associated with parking payment and citations. Contractor shall establish a separate bank account in the name of Contractor and Owner at a bank located within a reasonable distance from downtown Excelsior. Contractor shall deposit daily and within 24 hours into the account all cash gross receipts derived in connection with the operation and management of the Parking System and said receipts might not be commingled with receipts from other parking operations. Funds deposited in the Bank Account may only be withdrawn by Contractor to reimburse the Operating Expense Account to pay Operating Expenses, Contractor's Management Fee, and amounts due the Owner. Any interest earned on funds in the Bank Account shall belong to Owner and shall be included in gross revenues.

6.2.14 Data and Reporting

General

Contractor agrees to provide monthly reports on the operation status of pay stations in the Parking System. Reports shall include pay station uptime, malfunction status, repair status for non-functioning pay stations, the number of spaces affected by malfunctioning pay stations, and the duration of non-serviceable pay stations due to malfunction. A service-level agreement for the repair of malfunctioning pay stations must be developed between Contractor and the City.

Commented [K6]: Option to audit?

Contractor agrees to provide the City with read-only access to all citation reporting systems it utilizes. The City will be responsible for any costs associated with its requirement to communicate directly into the citation reporting system it utilizes.

Contractor agrees to develop and maintain a digital map of pay station infrastructure throughout the Parking System. Updates to the pay station map shall occur quarterly to provide the City with the most up-to-date information. In addition, Contractor will provide the City with a map of the metered spaces in the Parking System.

The City must receive a breakdown of revenue from the Parking System. The breakdown of revenue shall include but is not limited to, the revenue collected by each pay station, revenue collected in each neighborhood, revenue collected by zone type, total revenue collected from pay stations, total revenue collected from citations, total revenue collected by citation type, and any additional revenue sources that contribute to the Parking System's gross revenue.

Contractor agrees to furnish any and all reports, spreadsheets, or datasets requested by the City.

Dashboard Reporting

Contractor must make all dashboard reports available to the City through Contractor's offering of such dashboards and/or through the capabilities of the parking payment and enforcement technology.

Monthly Reporting

Within ten (10) business days after the end of each accounting month, Contractor will provide a detailed written statement of the gross revenue collected (separated by on- and off-street operations), event revenues, vehicle counts, management fees earned, and operating expenses incurred during the preceding month. Documents accompanying the Monthly Management Statement include but are not limited to the following:

- a. Monthly financial reporting including income statement (monthly and year-to-date, with comparisons to budget, same month prior year, and prior year-to-date).
- b. Balance sheet.
- c. Monthly operating reports, including Monthly and transient parker report by rate.
- d. Daily, monthly, and other reports, including maintenance, customer service, incidents, accidents, and other reports as may be required by the City.
- e. Detailed list of monthly and validation parking accounts receivable, no-charge monthly accounts, and any other management reports reasonably deemed necessary by Contractor and the City in accordance with the Agreement.
- f. General ledger report, with copies of all invoices paid during the prior month.
- g. Payroll register addressing all pay periods covered in the prior month.
- h. Monthly Revenue Summary report, detailing amounts of each business day's deposit, itemized by the form of payment, including cash, credit, and check received (if applicable).
- i. Invoice for the month's reported operating expenses and reconciliation of City-provided 60-day operating expense advance.
 - i. Service calls summary
 - ii. Operational issues list
 - iii. Repairs and Maintenance/Capital Project Status



- a. Utilization reports.
- b. Day after Event reports, detailing:
 - iv. Event Parking Volume
 - v. Total event parking revenue
 - vi. Event labor hours
 - vii. Estimated event costs
 - viii. Event details, including name of event, attendance, weather, egress time, issues, utilization, etc.

Annual Reporting

- a. Contractor will provide an annual report of the previous contract year's revenue and expenses within 60 days of the end of each contract year. Such report is to be certified as accurate by Contractor's Chief Financial Officer.
- b. Annual report indicating Payment Card Industry Data Security Standards (PCI DSS) compliance.

Monthly and annual reporting must be securely posted on an online portal provided by the Contractor that the City shall be granted access to.

Data Integration and Communications

The City will maintain all ownership rights of its data. Contractor is not authorized to use the data outside of what is necessary to perform its services to the City without its written authorization.

Contractors must have the experience, knowledge, and understanding of using innovative techniques, processes, data analytics, performance metrics, or materials related to operations and maintenance of the assets referenced in this Agreement. Contractors must demonstrate the following:

1. Provide data on space-level inventory, activity, economics, technology optimization, parking customer behavior, enforcement service levels, and debt collections.
2. Shall have the ability and precise methodology to supply management and analytical reports to aid in developing and modifying parking and curb-related policy.
 - a. Show examples of easy-to-use dashboards and historical views of the data flowing through the infrastructure.
3. Provide data analysis, security, and reporting adhering to the data standard requirements set forth herein (web-based management portal).
4. The services platform will be flexible, including integrating data from intelligent pay stations, mobile app, and a suite of functionality for turning data into community insights.
5. Contractor shall have the ability and clear methodology for developing a transparent, dynamic, and lasting electronic library for each meter.
6. Shall have the ability and precise methodology to remotely report meter malfunctions, maintenance concerns, complaints, and work order entries.

Data Recovery

Contractor shall maintain a disaster data recovery plan including:



1. A complete backup system and capacity for all online systems, including hardware, software, communication lines, and other equipment.
2. Alternate processing arrangements/locations to ensure that processing could continue in the event of damage or destruction to the primary data processing at the Subject Garage. Detailed plans shall provide for an orderly move to the alternative site.
3. Test processing shall be completed periodically, at least semi-annually, at the recovery site to ensure continued equipment compatibility, train employees, and identify weaknesses in the contingency plan. Testing shall be comprehensive and approximate actual processing requirements.

Data Ownership and Access

The City will be the sole owner of any and all data collected from pay stations by Contractor. Data and analytics shall be the property of the City and can be used by Contractor to deliver high-quality service. Data and analytics may also be provided to a third party upon the City's determination and permission.

Data Security Standards (DSS) and Payment Card Industry (PCI) Compliance

Contractor will be required to:

1. Utilize credit card acceptance hardware, software, and other system components that are PCI DSS (Payment Card Industry Data Security Standard) compliant.
2. Maintain PCI Certification for all applicable systems as required for the term of the Agreement with no additional cost to the City.
3. Maintain EMV* (Europay, MasterCard, and Visa) compliant environment.
4. Ensure all parking revenue and citation payment data are secure via Level 1 PCI compliance.
5. Be prepared to undergo annual PCI audits to ensure transactional data meets and exceeds security protocol.
6. Utilize protocols and passwords that prevent unauthorized access to software and hardware and manipulation of data and reports.
7. Provide physical security of equipment, files, communication networks, and other applicable items. Design data security into the system to safeguard confidentiality and prevent system abuse.
8. Comply with all security measures submitted by the City.
9. The City's failure to provide a partial or complete security plan shall not be construed as relieving Contractor of security responsibilities.
10. Utilize credit card acceptance hardware, software, and other system components that are PCI DSS compliant.
 - a. Encryption: All data leaving the pay station shall be encrypted using a minimum 128-bit encryption protocol.
 - b. Memory Preservation: Data regarding alarms and card readers shall be retained until the server confirms receipt.
 - c. All multi-space pay stations must meet the standards to be considered Level I Payment Card Industry (PCI) certified to securely process credit card transactions.



*Europay, MasterCard, and Visa are all global standards for authenticating credit and debit card transactions involving chip-compatible cards and point-of-sale (POS) terminals.

6.2.15 Citation Issuance, Processing, and Collections

The following pertains to the issuance, processing, and collections of parking and non-parking citations:

1. Contractor must abide by Chapter 3 – Administrative Penalties, of the City of Excelsior Code of Ordinances.
2. Contractor must provide and process collections in compliance with industry standards and legal requirements for data privacy and security.
3. Contractor must demonstrate expertise in new technology availability, including valued features such as:
 - a. Cloud-based or local server-based back-end parking and enforcement management systems.
 - b. Handheld citation enforcement units, utilizing license plate recognition scanning and hip-mounted printer citation issuance.
 - c. Real-time or scheduled (no less than one time daily) upload of citations into the back-end management system.
 - d. An account-based system (tracking citations by citizen, such that one citizen cannot accrue excessive quantities of citations across multiple license plates without being subject to penalties normally associated with multiple citations for a single license plate).
 - e. Accurate data migration at the beginning and end of an operating contract term.
 - f. GPS-enabled “boot and tow” systems.
 - g. Legally compliant auto auction system.
 - h. Responsive and available customer service capability, enabling citizens to address concerns, make payments.
 - i. Robust, responsive, and prompt developer support for violations enforcement system.
4. Contractor must process and store daily electronic files of all contested citations in a secure format approved by the City.
5. Contractor must input citation and payment data entry, with automated entry into the back-end management system.
6. Contractor must obtain owner information for all citations.
7. Contractor must provide a fully integrated and secure web-based system that stores, retrieves, and updates all citation-related data. It must be fully accessible by the City of Excelsior.
8. Contractor must coordinate/schedule adjudication hearings with the City of Excelsior’s hearing officer. Allow citizens to appeal citations online.
9. Contractor must issue dunning notices, automatically tracking repeat offenders.
10. Contractor must coordinate the non-renewal of driver’s licenses and registration with the MN DDS, DOR, and out-of-state DMVs.
11. Contractor must coordinate “Mark and Clears” for web and/or telephone citation payments.
12. Contractor must conduct backlog collections, coordinating with debt collection agencies as applicable.
13. Contractor must assess late fees after XX days.
14. Contractor must maintain online citation records dating to “Day 1”.
15. Contractor must allow for secure online citation payments. Contractors are expected to include the most

recent PCI AOC or ROC to prove compliance with Payment Card Industry Data Security Standards.

16. Contractor(s) shall exclude all voided citations from billing. Contractor(s) billing software shall be capable of reflecting the accurate count of voided citations, and billing records submitted to the City shall reflect this count.
17. **"Ten-Day Warning Letter"**: After twenty-one (21) days, if there is no response on a citation, Contractor will mail a warning notice indicating a ten-day window to clear the debt before it is referred to collections. The dunning notice must include the following:
 - a. Include original citation information and
 - b. Notification of the accrual collection fees.
18. **"Collection Letter"**: After the "Ten Day Warning Letter", Contractor will mail a letter advising that the account has been referred for collection and non-renewal status (exact language to be approved by the City). Include all information from the Ten-Day Letter.
19. Contractor must provide a fully integrated, field-sortable, and secure data system based on web and computer technology to maintain, update, retrieve, and store all citation-related data. Back-end citation processing and management system must capture and record all activity related to each citation and registered owner, including citation data, photos, voice recordings, call records, mailing records, boot records, etc.
20. Contractor must provide daily electronic files of all contested citations in a format approved by the City.

6.2.16 Outstanding Citation and Debt Collection

Contractor must provide and host online portal for customers to pay outstanding citations, and must give City access to backend citation management system for use by the City for in-person citation payments. Contractor will collect any outstanding, current, and future debt generated by citation issuance. This debt will be included in the gross annual revenue.

At the end of the Agreement term or at the termination of the Agreement referenced in Section 3.0 of this RFP, ownership of all outstanding and current debt will revert to the City, concluding all debt revenue sharing between Contractor and the City. The City will have sole ownership of all outstanding and current debt at that time.

6.2.17 Monthly Payments to the City

Contractor shall provide monthly payments to the City of Excelsior based on the agreed-upon financial terms concerning on-street parking management services, ensuring accuracy, transparency, and timeliness. Contractor must remit payments to the City by the negotiated due date. All monthly payments shall be made electronically to the designated City account to ensure prompt and secure transfers. Contractor shall also email confirmation of each payment to Jenny Palmer, Finance Director, or delegated party immediately after the transaction.

Payments shall be accompanied by a comprehensive report detailing revenue from parking pay stations, mobile payments, citation collections, operating expenses, and any other items outlined in the contract, as applicable.

Late Payment Penalty: If Contractor fails to remit payment by the due date, a penalty of the total payment due may be applied. Additional daily penalties may accrue for each day the payment is late beyond the initial penalty.

Revenue Discrepancy Penalty: Should discrepancies be found between reported revenue and actual collections (exceeding negotiated variance standards), Contractor may be required to pay an additional penalty. Discrepancies shall be identified through the monthly reconciliation reports or during audits.

If a negative monthly account balance results, Contractor will include an invoice for the monthly statement submitted to the City for payment by the City within thirty (30) days. Amounts under \$20,000 can be paid directly by the City Manager.

6.2.18 Revenue Forecasting

The Contractor shall assist the City with revenue forecasting related to rate change proposals submitted to City Council and may support preparation of staff presentations to Council. Parking fees are established and approved by the City Council prior to implementation. At its sole discretion, the City shall set and regulate prices, rates, and fees for the use of City parking facilities by the public, and hours of operation. Revenue forecasts must be updated to account for any approved rate changes.

6.2.19 Prior City Approval

Contractor shall obtain prior City approval of changes to established parking operation procedures prior to implementation.

6.2.20 Strategies

Contractor will recommend strategies to improve customer service, reduce costs, and enhance revenues.

6.4.21 Parking System Cost of Operations

The City will reimburse Contractor for only direct labor costs and expenses to the extent that they are actually paid or incurred by Contractor in performing its services for the downtown Parking System, as proposed on **Forms A and C**, which will be included as an Exhibit in the final negotiated Agreement.

Such operating expenses will include, without limitation, the aggregate of salaries and wages; payroll taxes; workers' compensation insurance; health, welfare, and pension; retirement benefits; and other funds that Contractor is required to pay in accordance with governmental regulations, a collective bargaining agreement or Contractor's employee benefits program, for the personnel exclusively engaged in the direct management and operation of the Subject Garage; insurances; supplies; signs; utilities; general maintenance; business license; and related fees and all other necessary and reasonable direct costs related to the services provided.

Notwithstanding the above, Contractor will invoice the City for salaries at the overtime premium rate only when overtime premium services have been specifically authorized by the City. If open positions must be temporarily filled by Contractor with a fully trained parking attendant not regularly assigned to the Subject Garage, and the attendant's prior work schedule requires payment at an overtime premium rate, Contractor will compensate the attendant at the appropriate rate of pay but invoice the City at the attendant's regular straight-time rate of pay.

Throughout the term of the Agreement, at its sole discretion, the City reserves the right to shift responsibility for providing specific line-item services from Contractor to the City and reallocate said services in-house (i.e.



accounting and routine maintenance, etc.). Contractor will work with the City to transfer any such designated services seamlessly within a reasonable timeframe.

The annual draft Operating Budget must be submitted to the City for approval no later than 60 calendar days prior to the end of the current contract year.

Operating expenses will not include payments to affiliates of Contractor exceeding an amount that would have been paid to a third-party for similar services, nor will operating expenses include Contractor's general overhead expense or any of the following:

1. Administrative-related costs or expenses incurred in the operation of the Subject Garage or other operations of Contractor, as they are incurred in the general management of the affairs of the Subject Garage or other Contractor contracts, including the monitoring of the operation and management of the Subject Garage or Parking System;
2. Maintenance of the general books and records of Contractor;
3. Office supplies and equipment that are not used exclusively for the Parking System;
4. Telephone, computer, or data processing fees that are not used exclusively for the Parking System;
5. Administrative mark-ups to payroll tax or other line-item budget categories;
6. Overhead travel expense related to the management of the Parking System; and
7. The cost of compensation for any personnel above the level of Manager working at the Parking System in any capacity other than as a full or part-time employee with exclusive responsibility for the Parking System.

6.3 On-Street Parking Services

This section pertains to the payment collection equipment used to operate the on-street metered parking system.

6.3.1 Parking Pay Station Collections

Contractor will provide timely collections of all parking pay stations.

1. Contractor will provide for the safety and security of all staff, equipment, and collected revenue.
2. Contractor will provide secure, prompt, and accurate processing of all collected revenue with a secure deposit into the bank within 24 hours of collection.
3. Contractor will provide fast and accurate processing of all credit card transactions, pay-by-phone through multiple mobile payment apps (digital payments), and other technology payment processing.
4. Contractor will provide monthly and annual collection and deposit reports.
5. Contractor will incorporate all revenue forms (credit, coin, etc.) into financial reports.
6. An annual fiscal audit must be performed by a qualified third-party entity.

6.3.2 Parking Pay Station Maintenance

1. Contractor will be responsible for replacing all batteries as needed for multi-space pay stations.
2. Contractor will provide a schedule for preventative maintenance of parking pay stations to ensure they are running at an optimal level of performance.
3. Contractor must have equipment maintenance and service performed by manufacturer-certified technicians.
4. Contractor shall provide an average of four (4) hours of response time to evaluate, determine, and make necessary repair processes on reported parking equipment outages.
5. Contractor will complete repair or replacement work on malfunctioning pay stations within two (2) business days of the reported equipment outage.
6. Contractor will maintain 99% parking equipment uptime or better.

6.4 Off-Street Parking Services

This section pertains to operations at the One West Drive parking garage (Subject Garage) and the East Lot.

6.4.1 Subject Garage Staffing

Contractor will staff the Subject Garage during the hours of operation as approved by the City. Recognizing that staff will likely not need to be always present, staff presence must be such that facility safety, security, maintenance, and customer service are prioritized, particularly during peak times. Contractor will provide a company organizational chart and resumes for only the key personnel involved in the day-to-day supervision of the Subject Garage. The designated Subject Garage Manager will maintain the responsibility for oversight of the Subject Garage and all on- and off-street parking spaces included in this system, acting as the single point of contact between the City, its representative, and Contractor. Contractor will provide the City with contact information (cell phone and email) for a minimum of two other local contacts that will be available 24/7 for emergency and operational needs.

Contractor will provide sufficient staff to perform the required services assuming first-class parking operating methodology. All on-site employees will be trained in parking operations as well as customer service. Uniforms will be provided to all employees with name badges clearly stating the company name and/or the "Brand" name, as well as the person's name. Contractor and its staff will always conduct themselves in a helpful, courteous manner toward the City and its customers.

Contractor will comply with all the City's requirements for employees, including the completion of pre-employment and periodic standard background checks for each Subject Garage employee. The City reserves the right to require Contractor to remove any personnel who, in the City's opinion, does not provide a level of service consistent with the quality of service expected by the City.

The City reserves the right to require Contractor to provide additional personnel or to modify its operating procedures if, at the sole discretion of the City, Contractor's management of the Subject Garage creates congestion, interferes with traffic circulation, or causes material inconvenience for daily, monthly, hotel, or event customers of the Subject Garage.

Contractor's obligations will not include rendering service, supervising, or furnishing personnel regarding the personal safety or security of any person(s) within or about the Subject Garage.

Contractor's obligations will include rendering service, supervising, or furnishing personnel for cleaning the premises, as well as other property management-focused contracts and tasks, as detailed in Exhibits C and D of this RFP.

6.4.2 Additions and Deletions of Subject Garage and East Lot

The City shall maintain the right during the term of the Agreement to modify the Subject Garage and East Lot on a temporary or permanent basis for any reason including, but not limited to, the following:

1. To repair one or more sections of the facilities;
2. To increase the available supply of spaces by redesign, restriping, or otherwise;
3. To decrease the available supply of spaces for any purpose; or
4. To convert all or part of the Subject Garage to another use.

Commented [K7]: Are we expecting one person to be staffing the ramp? May be able to reduce expenses.

Contractor will accommodate these changes in its operation of these facilities and will also update the Operations Plans described on Form E to accommodate any permanent changes. The revised Operations Plan will be subject to the City's approval.

6.4.3 Maintenance Requirements

Contractor will maintain the Subject Garage and East Lot in a clean and safe condition. Maintenance requirements will include daily policing and cleaning of common public areas, elevator vestibules, elevators, garbage and trash removal, and cleaning of light fixtures and signage. Contractor's maintenance services will be subject to the City's review, inspection, and verification of any and all activities and reporting requirements at any time without notice.

6.4.4 Use of Subject Parking Garage and East Lot

Contractor will manage, maintain, and administer the Subject Garage as a public parking garage and East Lot in accordance with the guidelines set forth by the City. Contractor will not use the Subject Garage and East Lot for purposes other than those specified under the Management Agreement. The City reserves the right to use the Parking System for supplementary and complimentary uses, including other revenue-generating activities, at its sole discretion, except as otherwise stated herein.

6.4.5 Subject Garage Hours of Operation

Contractor will be responsible for the Subject Garage during the hours of operation, which will be subject to the City's discretion and final approval. The garage is currently expected to be available to the parking public on a 24-hours-a-day, seven-days-a-week basis.

6.4.6 Subject Garage Parking Rates

At this time, the Subject Garage will be free outside of designated Event Parking days and hours. Permitted parkers will be permitted to park overnight/beyond posted time limits. Contractor will provide a market survey of comparable commercial parking rates to the City annually for review, throughout the term of the Agreement, or upon request. The market survey will include any recommended rate changes prescribed by Contractor, which shall be subject to the City approval prior to implementation. Rates will be set by the City.

Contractor will collect parking fees in accordance with the approved fee structures. It will install signage and provide notice to customers of parking fees and any changes that may occur to the fee structure from time to time. The collection of fees not in conformance with the approved fee structure will constitute a breach of contract and may result in termination of the Management Agreement.

The overall strategy is to create a Parking System that reflects a consistently high level of operational excellence.

6.4.7 Subject Garage Signage and East Lot

Contractor will clean, maintain, and repair all signs at the Subject Garage and East Lot, including parking rate signs, directional, wayfinding, and any other signage related to parking functions. Contractor may be required to recommend or provide additional signage from time to time at the City's expense and subject to the City's



approval. The cost for all work performed at the direction of the City will be reimbursed for the direct expense incurred by Contractor.

Section 7.0 - Other Items

7.1 Designated Representative

The designated representatives listed below will manage the Agreement on behalf of the Owner and act as the primary point of contact with Contractor's designated project representative(s):

Mary Tietjen
mtietjen@Kennedy-Graven.com

7.2 Non-Discrimination

Contractor shall comply with the City's non-discrimination policy as it may be promulgated from time to time and all applicable federal, state, and local laws regarding non-discrimination (only to the extent applicable to the Owner).

7.3 Compliance with Wage and Hour Laws

Contractor shall comply with all applicable Laws governing employment and/or payment of wages and hours of work, including the Fair Labor Standards Act, the Weekly Wage Law, and any other applicable State or Local minimum wage law.

7.4 Drug-Free Workplace

Contractor agrees to make a good-faith effort to provide and maintain a drug-free workplace. Contractor will give notice to the Owner within ten (10) days after receiving actual notice that Contractor or an employee of Contractor has been convicted of a criminal drug violation occurring in Contractor's workplace.



Required Forms

The following forms must be included in your submittal package:

- Form A – Operating Expense Budget (Year One) (Excel file);
- Form B – Management & Other Fees (Excel file);
- Form C – Staffing Plan (Excel file);
- Form D – Start-Up Budget (Excel file);
- Form E – Qualifications;
- Form F – Operations, Maintenance, and Event Management Plans;
- Form G – Authorization to Release Information; and
- Form H – Proposed Form of Agreement.

DRAFT



Form A – Operating Expense and Staffing Budget

Form A is provided in Excel format.

Contractor shall state their proposed operating expense budgets for “stabilized year one” of the operation, when the operation is fully mature and processes are in place.

Form must be submitted to Walker in Excel format, and a copy must be included in your submittal document.

DRAFT



Form B – Management & Other Fees

Form B is provided in Excel format.

Contractor shall state their proposed management and other associated fees.

Form must be submitted to Walker in Excel format, and a copy must be included in your submittal document.

DRAFT



Form C – Staffing Plan

Form C is provided in Excel format.

Contractor shall include their proposed staffing plan for operating the complete on-street and off-street parking system in Excelsior.

Form must be submitted to Walker in Excel format, and a copy must be included in your submittal document.

DRAFT



Form D – Start-Up Budget – Base Services

Form D is provided in Excel format.

Contractor shall list any capital purchases needed to assume parking operations in the City. These purchases would be reimbursed by the City as part of project start-up costs.

Form must be submitted to Walker in Excel format, and a copy must be included in your submittal document.

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Form E – Qualifications;

Form E contains the minimum information required for assessing qualifications. Please answer each question in your proposal in the order presented here.

1. Contractor: Name, address, phone number, web-site address.
2. Contact Representative: Name, title, address, phone, e-mail address.
3. Form of Business: (e.g. corporation, partnership, sole proprietor, etc.)
4. Evidence of good standing with the State of Minnesota. Firm and principals must not be debarred from public contracts with federal or state government agencies.
5. Provide an overview of your firm including brief company history, length of time in business providing the specific services required in this RFP, size and organizational structure.
6. Include an organizational chart that includes job descriptions and individual positions for this RFP.
7. Have any of the firm owners ever been convicted of felony violations of federal, state and/or local laws?
8. Has your firm ever had a prior contractual relationship with Ryman Hospitality Properties in any market?
 - a. Yes or No? If yes, provide explanation.
9. Has the firm or any of the firms' principals ever filed for bankruptcy?
10. Provide the name, address, contact person and phone number of at least one reference from your firms' primary banking institution.
11. List and briefly describe all legal actions over the past three-years in which your firm (or any team member) has been: 1) a debtor in bankruptcy; 2) a defendant in a lawsuit for deficient performance; 3) a defendant in a criminal action; 4) a respondent in an administrative action for deficient performance.
12. Provide the name, address, contact person, phone number and e-mail addresses of four (4) references for suppliers, business associates with knowledge of Contractors work within the last five years. By providing this information Contractor agrees the references listed can be contacted for reference by Owner.
13. Demonstrate that the firm and management team have at least five (5) years' experience providing the services required in this RFP.
14. Provide the name and resume of the General Manager or Manager who will oversee the operation.
15. Provide resumes for the key day to day personnel that will be responsible for each aspect of the operation and a brief description of their experience. Any replacement candidates for key positions (if required) must have equivalent qualifications. Key employees whose positions require licensing by any government agency must hold current licenses.



Form F – Operations, Maintenance, and Event Management Plans

This form contains information on the proposed overview and general Operations, Maintenance and Tenant Engagement Plans that will be implemented. Responses should generally conform to this format. At a minimum, provide information covering the questions below in your submittal.

1. Describe the standards for hiring employees and detail personnel policies, background checks, and performance standards. Policies will include standards for employee courtesy, appearance, identification and providing information to customers.
2. Describe your proposed procedures for issuing citations to include, at a minimum, the following:
 - a. Management of citations issued by shift;
 - b. Percent of shift time spent in field enforcing;
 - c. Collections procedures;
 - d. Reconciliation.
3. Describe the duties for each employee category proposed to manage the contact.
4. Describe the transition plan for assuming control of the on-street parking, enforcement zones, and curb management responsibilities in the initial 30 days following the contract award that demonstrates minimal disruption to the operation of the contract.
5. Describe in detail your firm's plan to maximize enforcement coverage, customer service, communications and customer engagement, compliance, and revenue generation for the City.
6. Describe the proposed maintenance plan for the Parking System and all system facilities.
7. Describe the proposed Event Parking Management Plan that details how your firm will cover all event parking-related matters including but not limited to interacting with the venues, reconciliation of pre-paid parking, scheduling during ingress and egress.
8. Describe your plan to provide the highest level of customer service during automated operation and event operation and event parking procedures.



Form G – Authorization to Release Information

I, undersigned, hereby authorize release to City, any and all credit information concerning the business(s) or organization(s) listed hereto. I authorize City to obtain credit and account, and performance information from Contractor's bank, insurance agency, and customer and credit references. I understand that this information is to be used solely for the purpose of evaluating Contractor's ability to perform the requirements as detailed in this Request for Proposal.

I certify that the statements in this proposal and all attachments are true.

Contractor's Name: _____

Signature of Authorized Representative: _____

Print Name and Title: _____

Date: _____

A copy of Form G must be included in your submittal document.



City of Excelsior, Minnesota
Parking Contractor Request for Proposals
January 24, 2025

Form H – Proposed Form of Agreement

Include a copy of your proposed form of Agreement, including all Terms and Conditions, for consideration.

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